CORRECTED APPENDICES

to the

REFINERY OPERATING AGREEMENT

BY AND AMONG

THE GOVERNMENT OF THE U.S. VIRGIN ISLANDS

AND

LIMETREE BAY REFINING, LLC

July 2, 2018

Appendix A

Terminal Site and Refinery Site

Terminal / Terminal Site

Terminal Plot No. 4 Over Portions of Estate Blessing, Estate Hope, Estate Jerusalem and Estate Figtree Hill, King and Queen Quarters, St. Croix, U.S. Virgin Islands, consisting of 386.444 U.S. acres, more or less, as more fully shown on OLG Drawing No. A9-116-C016 dated June 24, 2016.

Terminal Plot No. 5 Portions of Estate Figtree Hill and Estate Castle Coakley Land, King and Queen Quarters, St. Croix, U.S. Virgin Islands, consisting of 33.773 U.S. acres, more or less, as more fully shown on OLG Drawing No. A9-116-C016 dated June 24, 2016.

Road Plot 4-1 (out of Plot 4) Estate Jerusalem and Estate Figtree Hill, Queen Quarter, St. Croix, U.S. Virgin Islands, consisting of 0.2255 U.S. acres, more or less, as more fully shown on OLG Drawing No. 5315-A, dated February 20, 2002.

Plot No. 8, Estate Limetree Bay, Reclaimed Land consisting of 0.030 U.S. acres, more or less, King and Queen Quarters, St. Croix, U.S. Virgin Islands as OLG Drawing No. A9-116-C016, dated June 24, 2016. (LPG Flare)

Terminal Plot No. 9, Estate Limetree Bay, Reclaimed Land, consisting of 197.4471 U.S. acres, more or less, King and Queen Quarters, St. Croix, U.S. Virgin Islands as shown on OLG Drawing No. A9-116-C016, dated June 24, 2016.

Plot No. 13-A, Estate Limetree Bay, Reclaimed Land, consisting of 2.617 U.S. acres, more or less, King and Queen Quarters, St. Croix, U.S. Virgin Islands as shown on OLG Drawing No. D9-6551-C017, dated April 26, 2017.

Refinery / Refinery Site

Refinery Plot No. 1 over portions of **Estates Blessing and Hope**, consisting of 175.1634 U.S. acres, more or less, King and Queen Quarters, St. Croix, U.S. Virgin Islands as shown on OLG Drawing No. A9-116-C016, dated June 24, 2016.

Refinery Plot No. 2 over portions of **Estates Blessing, Hope, and Jerusalem**, consisting of 36.686 U.S. acres, more or less, King and Queen Quarters, St. Croix, U.S. Virgin Islands as shown on OLG Drawing No. A9-116-C016, dated June 24, 2016.

Refinery Plot No. 3 over portions of Estates Jerusalem, Figtree Hill, and Castle Coakley Land, consisting of 187.8263 U.S. acres, more or less, King and Queen Quarters, St. Croix, U.S. Virgin Islands as shown on OLG Drawing No. A9-116-C016, dated June 24, 2016.

Plot No. 25, Estate Clifton Hill, King Quarter, St. Croix, U.S. Virgin Islands, consisting of 0.5108 U.S. acre, more or less, as more fully shown on OLG Drawing No. 1564 dated May 05, 1964.

Plot No. 214, Estate Ruby, Queen Quarter, St. Croix, U.S. Virgin Islands, consisting of 0.1914 U.S. acre, more or less, as more fully shown on OLG Drawing No. 4413 dated June 5, 1987.

Plot No. 487-A, Estate Strawberry Hill, Queen Quarter, St. Croix, U.S. Virgin Islands, consisting of 0.23 U.S. acre, more or less, as more fully shown on OLG Drawing No. 2733-J dated June 7, 1973, revised September 18, 1997.

Refinery Plot No. 6, Estate Limetree Bay, Reclaimed Land, consisting of 26.7027 U.S. acres, more or less, King and Queen Quarters, St. Croix, U.S. Virgin Islands as shown on OLG Drawing No. A9-116-C016, dated June 24, 2016.

Refinery Plot No. 7, Estate Limetree Bay, Reclaimed Land, consisting of 19.857 U.S. acres, more or less, King and Queen Quarters, St. Croix, U.S. Virgin Islands as shown on OLG Drawing No. A9-116-C016, dated June 24, 2016.

Plot No. 12, Estate Limetree Bay, Reclaimed Land consisting of 5.8240 U.S. acres, more or less, King and Queen Quarters, St. Croix, U.S. Virgin Islands as OLG Drawing No. A9-116-C016, dated June 24, 2016. (Flare)

Excluded Land:

Plot No. 10, Estate Limetree Bay, Reclaimed Land, consisting of 18.881 U.S. acres, more or less, King and Queen Quarters, St. Croix, U.S. Virgin Islands as shown on OLG Drawing No. A9-116-C016, dated June 24, 2016.

Plot No. 11, Estate Limetree Bay, Reclaimed Land, consisting of 19.8975 U.S. acres, more or less, King and Queen Quarters, St. Croix, U.S. Virgin Islands as shown on OLG Drawing No. A9-116-C016, dated June 24, 2016.

Remainder of Plot No. 13, Estate Limetree Bay, Reclaimed Land, consisting of 37.956 U.S. acres, more or less, King and Queen Quarters, St. Croix, U.S. Virgin Islands as shown on OLG Drawing No. D9-6551-C017, dated April 26, 2017.

Property Acquired for Closing Payment:

Estate Castle Coakley, including all improvements thereupon

- 1. **Plot No. 29, Estate Castle Coakley**, Queen Quarter, St. Croix, U.S. Virgin Islands, consisting of 1.840 U.S. acres, more or less, as more fully shown on OLG Drawing No. 4028-A dated June 07, 1991
- 2. **Plot No. 45, Estate Castle Coakley**, Queen Quarter, St. Croix, U.S. Virgin Islands, consisting of 1.790 U.S. acres, more or less, as more fully shown on OLG Drawing No. 4028-A dated June 07, 1991
- 3. **Plot No. 52, Estate Castle Coakley**, Queen Quarter, St. Croix, U.S. Virgin Islands, consisting of 4.070 U.S. acres, more or less, as more fully shown on OLG Drawing No. 4028-A dated June 07, 1991
- 4. **Plot No. 53, Estate Castle Coakley**, Queen Quarter, St. Croix, U.S. Virgin Islands, consisting of 22.137 U.S. acres, more or less, as more fully shown on OLG Drawing No. 4028-A dated June 07, 1991
- 5. **Plot No. 53-C, Estate Castle Coakley**, Queen Quarter, St. Croix, U.S. Virgin Islands, consisting of 0.734 U.S. acres, more or less, as more fully shown on OLG Drawing No. 4028-A dated June 07, 1991

Estate Caldwell, including all improvements thereupon

6. **Plot No. 5, Estate Caldwall**, Queen Quarter, St. Croix, U.S. Virgin Islands, consisting of 46.111 U.S. acres, more or less, as more fully shown on OLG Drawing No. 4028-A dated June 07, 1991

Estate Cottage, including all improvements thereupon

- 7. **Plot No. 3-A, Estate Cottage**, Queen Quarter, St. Croix, U.S. Virgin Islands, consisting of 12.837 U.S. acres, more or less, as more fully shown on OLG Drawing No. 4028-A dated June 7, 1991
- 8. **Plot No. 4 Estate Cottage**, Queen Quarter, St. Croix, U.S. Virgin Islands, consisting of 70.000 U.S. acres, more or less, as more fully shown on OLG Drawing No. 4028-A dated June 7, 1991

Estate Blessing, including all improvements thereupon

9. **Remainder Plot No. 4-B, Estate Blessing**, King Quarter, St. Croix, U.S. Virgin Islands, consisting of 35.82 U.S. acres, more or less, as more fully shown on OLG Drawing No. A9-131-C018, dated June 26, 2018.

Estate Hope, including all improvements thereupon

- 10. **Plot No. 2-A, Estate Hope**, Queen Quarter, St. Croix, U.S. Virgin Islands, consisting of 4.475 U.S. acres, more or less, as more fully shown on OLG Drawing No. A9-113-C016, dated May 12, 2016
- 11. **Plot No. 6-D Estate Hope**, Queen Quarter, St. Croix, U.S. Virgin Islands, consisting of 26.332 U.S. acres, more or less, as more fully shown on OLG Drawing No. A9-113-C016, dated May 12, 2016

Option Parcels

Estate Pearl, including all improvements thereupon

- 1. **Remainder Matr. 38, Estate Pearl**, Queen Quarter, St. Croix, U.S. Virgin Islands, consisting of 112.297 U.S. acres, more or less, as more fully shown on OLG Drawing No. 3136, dated August 9, 1973, revised August 23, 1991.
- 2. **Remainder Matr. 51 & Matr. 43, Estate Pearl**, Queen Quarter, St. Croix, U.S. Virgin Islands, consisting of 60.597 U.S. acres, more or less, as more fully shown on OLG Drawing No. 3136, dated August 9, 1973, revised August 23, 1991.
- 3. **Parcel No. 11, Estate Pearl**, Queen Quarter, St. Croix, U.S. Virgin Islands, consisting of 29.132 U.S. acres, more or less, as more fully shown on OLG Drawing No. 3136, dated August 9, 1973, revised August 23, 1991.

Estate Cassava Garden, including all improvements thereupon

- 4. **Parcel No. 1, Estate Cassava Gardens**, Queen Quarter, St. Croix, U.S. Virgin Islands, consisting of 1.377 U.S. acres, more or less, as more fully shown on OLG Drawing No. 3136, dated August 09, 1973, revised August 23, 1991.
- 5. **Remainder Matr. No. 39-A and 49, Estate Cassava Gardens**, Queen Quarter, St. Croix, U.S. Virgin Islands, consisting of 62.791 U.S. acres, more or less, as more fully shown on OLG Drawing No. 3136, dated August 09, 1973, revised August 23, 1991.

Estate Barren Spot, including all improvements thereupon

6. **Remainder Parcel No. 1, Estate Barren Spot**, Queen Quarter, St. Croix, U.S. Virgin Islands, consisting of 30.712 U.S. acres, more or less, as more fully shown on OLG Drawing No. 3136, dated August 09, 1973, revised August 23, 1991.

Construction License Area

Plot No. 2, Estate Humbug, Queen Quarter, St. Croix, U.S. Virgin Islands, consisting of 25.3493 U.S. acres, more or less, as shown on OLG Drawing No. 3040 dated May 15, 1972. **Rem Plot No. 3, Estate Humbug**, Queen Quarter, St. Croix, U.S. Virgin Islands, consisting of 23.6678 U.S. acres, more or less, as shown on OLG Drawing No. 5732 dated April 19, 2006.

Plot No. 3-A, Estate Humbug, Queen Quarter, St. Croix, U.S. Virgin Islands, consisting of 1.00 U.S. acres, more or less, as shown on OLG Drawing No. 5732 dated April 19, 2006.

Appendix B

List of Claims and Litigations

• In re HOVENSA LLC, No. 15-10003 (Bankr.V.I.2015).

Appendix C

NRD Settlement and Release Agreement

[See attached.]

SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement ("Agreement" or "Settlement Agreement") is by and among Alicia V. Barnes, Commissioner of the Virgin Islands Department of Planning and Natural Resources, in her capacity as Trustee for Natural Resources of the Territory of the United States Virgin Islands ("Trustee"), and the Government of the Virgin Islands, in its parent patrice and public trustee capacities, on behalf of the public and its quasi-sovereign interests ("Government" or "Government of the Virgin Islands"), collectively referred to as the "Plaintiffs," and Hess Oil Virgin Islands Corp., a corporation organized and existing under the laws of the United States Virgin Islands ("HOVIC") and HOVENSA, L.L.C., a limited liability company organized and existing under the laws of the United States Virgin Islands ("HOVENSA"), collectively referred to as "Settling Defendants," all collectively referred to as "Settling Party."

WHEREAS, on May 5, 2005, the Trustee filed a complaint captioned Commissioner of the Dep't of Planning and Natural Resources v. Century Alumina Co., et al., Civ. No. 2005-0062, against Settling Defendants and St. Croix Renaissance Group, L.L.L.P., Alcoa World Alumina Company, L.L.C., Lockheed Martin Corporation, St. Croix Alumina, L.L.C., Century Alumina Company, and Virgin Islands Alumina Company, (collectively, the "Alumina Parties") pursuant to the Virgin Islands Water Pollution Control Act, V.I. Code Ann. Tit. 12 § 181 et seq. ("VIWPCA"), the Virgin Islands Oil Spill Prevention and Pollution Control Act, V.I. Code Ann. Tit. 12 § 701 et seq. ("VIOSPPCA"), common law, and Section 107(a) of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601 et seq., as amended ("CERCLA");

WHEREAS, on July 30, 2009, the Trustee and the Government filed an amended complaint against the same parties;

WHEREAS, through the complaint the Trustee and the Government sought injunctive relief, damages, attorneys' fees and costs, and other amounts as may be just and proper relating to pollution or contamination of waters of the Virgin Islands alleged to have resulted from the presence of petroleum, chloride, nutrients, micronutrients, hazardous wastes, solid wastes, and other pollutants generated by or associated with the Refinery Property, as defined below;

WHEREAS, in response to the complaint, HOVIC and HOVENSA brought counterclaims against the Government of the Virgin Islands and a third-party complaint against Virgin Islands Waste Management Authority ("VIWMA");

WHEREAS, all claims pursuant to CERCLA between the Trustee and HOVIC and HOVENSA concerning groundwater damages have been dismissed by rulings of the United States District Court for the Virgin Islands and all claims pursuant to CERCLA concerning marine natural resources have been withdrawn by the Trustee, leaving no CERCLA claims currently pending;

WHEREAS, the Trustee is included in this Settlement Agreement solely to effectuate formal resolution of this litigation and to make clear that there will be no appeals from prior dismissal or voluntary withdrawal of the Trustee's claims; and

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WHEREAS, this Settlement Agreement is entered into voluntarily and applies to and is binding upon the Plaintiffs and upon Settling Defendants, and their successors and assigns.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and conditions contained herein, and without admitting any liability for any purpose and intending to be legally bound, the Parties agree as follows:

- 1. <u>Definitions</u>. In addition to the definitions contained in the Preamble and Recitals in this Agreement, whenever the terms listed below are used in this Settlement Agreement or in the appendices attached hereto and incorporated hereunder, the following definitions shall apply solely for purposes of this Settlement Agreement:
- A. "Day" shall mean a calendar day unless expressly stated to be a working day. The term "working day" shall mean a day other than a Saturday, Sunday, Federal holiday or Virgin Islands holiday. In computing any period of time under this Settlement Agreement, where the last day would fall on a Saturday, Sunday, Federal holiday or Virgin Islands holiday, the period shall run until the close of business of the next working day.
- B. "Effective Date" shall mean the date this Settlement Agreement is fully executed by all the parties.
- C. "First Payment Date" shall mean a day within two (2) working days after the Effective Date of this Settlement Agreement.
- D. "HOVENSA's Real Property, Fixtures and Equipment" shall mean (i) the Refinery Property and all fixtures affixed to the Refinery Property and equipment of any kind located thereon and (ii) any crude oil or refined petroleum products to which any Settling Defendant has title stored in above-ground storage tanks within the Refinery Property.
- E. "HOVENSA Sale" shall mean the sale of all or substantially all of the equity ownership units in HOVENSA, itself, to a third party or third parties.
- F. "Natural Resources" shall mean land, fish, wildlife, biota, surface water, ground water, drinking water supplies, wetlands, habitats, species, estuarine and marine environments, wildlife and marine sanctuaries, archaeological, cultural, recreational and other biotic resources, and other such resources belonging to, managed by, held in trust by, appertaining to, or otherwise controlled by the Virgin Islands, singly or jointly with another person or entity.
- G. "Pre-Existing Contamination" shall mean discharges of any pollutant, contaminant, hazardous waste, hazardous substance, crude oil, any fraction thereof, any petroleum product, petroleum byproduct, and/or fuel additive into soil, ground water, marine sediments and/or surface water at the Refinery Property prior to the Effective Date of this Settlement Agreement, and described in documents referenced in Exhibit A. Contamination not

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identified in any such documents is not Pre-Existing Contamination and is outside the scope of the Settlement Agreement.

- H. "Refinery Property" shall mean the real property that constitutes the site of the HOVENSA oil refinery facility located at Limetree Bay, St. Croix, United States Virgin Islands including all upland and presently or formerly submerged land owned or leased at any time by HOVIC or HOVENSA.
- 1. "Refinery Sale" shall mean the sale of some or all of the Refinery Property and or HOVENSA's Real Property, Fixtures and Equipment.
- J. "Related Parties" shall mean (i) PDVSA V.I., Inc., St. Croix Petrochemical Corp., Hess Corporation (I/k/a Amerada Hess Corporation), Petroleos de Venezuela, S.A., and their shareholders, directors, officers and employees, and any other of the Settling Defendants' former or current parent corporations, former or current subsidiary corporations, joint venture partners, predecessor corporations, and members; or (ii) the Settling Defendants' successor and assigns, but only to the extent that the alleged liability of such entity or entities is based on the alleged liability of a Settling Defendant prior to the Effective Date of the Settlement Agreement.
- K. "Second Payment Date" shall mean the earlier of (i) December 31, 2014 or (ii) the date of the closing of the Refinery Sale or HOVENSA Sale.
 - L. "Security Documents" shall mean the documents set forth at Exhibit B hereto,
 - M "Total Settlement Value" shall mean \$43,500,000.00.
- N. "UCC" shall mean the Uniform Commercial Code as in effect in the Virgin Islands, as it may be amended from time to time and codified at Title 11A of the Virgin Islands Code.
- 2. Payments. Settling Defendants shall pay or cause to be paid to the Government the Total Settlement Value. HOVENSA shall pay \$3,500,000.00 ("First Payment") on or before the First Payment Date by wiring such funds to the account provided by counsel for the Government on or before the Effective Date. HOVENSA shall pay the Government of the Virgin Islands an additional \$40,000,000.00 on the Second Payment Date upon the closing of a Refinery Sale, or if there is no Refinery Sale but a HOVENSA Sale, HOVIC, PDVSA, V.I., Inc. and HOVENSA shall cause the payment of \$40,000,000.00 to the Government on the Second Payment Date. The payment of \$40,000,000.00 is referred to as the "Second Payment" herein. No proceeds from the Refinery Sale and/or HOVENSA Sale shall be paid to Hess Corporation or Petroleos de Venezuela, S.A. prior to the Second Payment being made to the Government. Upon receipt of the wire-transfer(s) of the \$40,000,000.00 to the Government of the Virgin Islands to



the account (or accounts) that were provided by counsel for the Government on or before the Effective Date, the Government shall release the first priority tien described in Paragraph 3 herein.

- HOVENSA shall secure all of its obligations hereunder by granting to the Government of the Virgin Islands, on the Effective Date, as defined above, first priority liens on HOVENSA's Real Property, Fixtures, and Equipment located in St. Croix in the amount of \$40,000,000. HOVENSA shall take all actions, and execute all documents necessary, to grant and perfect the first priority liens described herein. A copy of the Security Documents, which include a first priority mortgage, security agreement, and UCC financing statement, are attached hereto as Exhibit B. In providing these first priority liens and entering into this Settlement Agreement, HOVENSA hereby certifies that the Refinery Property and HOVENSA's Real Property, Fixtures and Equipment are owned by HOVENSA free and clear and that there are no encumbrances of any kind on its property of any kind, including but not limited to charges, claims, judgments, deeds of trust, community property interests, pledges, conditions, equitable interests, liens (statutory or other), options, security interests, mortgages, easements, encroachments, rights of way, rights of first refusal, or restrictions of any kind, including any restriction on use, voting, transfer, receipt of income or exercise of any other attribute of ownership except those held by the Government, the Virgin Islands Waste Management Authority, or Virgin Islands Port Authority.
- 4. If the Total Settlement Value has not been received by the Government on or before December 31, 2014, the Governor of the Virgin Islands shall have the option, in the Governor's discretion, to either (i) reduce the Second Payment to the amount of the gross proceeds from the Refinery Sale or HOVENSA Sale or (ii) enforce all remedies and exercise all rights available to it under the Security Documents and applicable law, including without limitation the right to foreclose on any or all of the Refinery Property and/or HOVENSA's Real Property, Fixtures and Equipment.
- 5. Plaintiffs' Release. In consideration for the First Payment, Second Payment, and lien described in Paragraph 3, Plaintiffs hereby release HOVENSA, HOVIC, and Related Parties from all claims asserted in and relief, including attorneys' fees and litigation costs, ever sought by Plaintiffs in Commissioner of the Dep't of Planning and Natural Resources, et al. v. Century Alumina Co., et al., Civ. No. 2005-0062 (D.V.I.) ("Civ. No. 2005-0062") with respect to all Pre-Existing Contamination and harm or damage to or loss of natural resources, or limitations on the use or availability of ground water caused by Pre-Existing Contamination resulting from spills, discharges or releases of Contaminants at the Refinery Property prior to the Effective Date.
- 6. Plaintiffs' Covenant Not to Sue. In consideration of the First Payment, Second Payment, and lien described in Paragraph 3, except as specifically provided in Paragraphs 7 and 9, Plaintiffs covenant not to sue or to take other civil or administrative action under Virgin Islands law, common law, or federal law against the Settling Defendants and their Related Parties for response costs, damages, natural resource damages, and/or injunctive relief due to Pre-Existing Contamination. The Plaintiffs' covenants not to sue are conditioned upon the



satisfactory performance by Settling Defendants of their obligations under this Settlement Agreement.

- 7. Reservation of Rights by Plaintiffs. Notwithstanding any other provision of this Agreement, Plaintiffs reserve, and this Agreement is without prejudice to, all rights against Settling Defendants, their successors, their assigns, future owner(s) and operator(s) of the Refinery Property after the Effective Date, and subsequent owner(s) of HOVENSA with respect to:
 - (a) Breach by Settling Defendants of the Settlement Agreement;
 - (b) Liability based on a Settling Defendant's transportation, treatment, storage, or active disposal, or the arrangement for the transportation, treatment, storage, or active disposal of contaminants, pollutants, hazardous substances, solid or hazardous wastes, or any other substances at a location within the USVI other than the Refinery Property, with the exception of placement of dredge spoil in SWMU 27, Lagoon No. 1 Dredge Spoil Area, in compliance with and as identified in RCRA Part B Operating Permit HOVENSA L.L.C.-EPA I.D. # VID980536080, which Lagoon is located on property now or formerly owned by St. Croix Renaissance Group;
 - (c) criminal liability that is unrelated to the matters being released by Plaintiffs under this Settlement Agreement;
 - (d) liability for violations of federal or territorial laws, regulations, agreements, orders, consent decrees, licenses, and permits that occur after the Effective Date;
 - (e) liability arising from future spills, releases or discharges of contaminants, pollutants, hazardous substances, hazardous wastes, crude oil, any fraction thereof, any petroleum product, petroleum byproduct, and/or fuel additive or any other substances at or from the Refinery Property after the Effective Date;
 - (f) liability arising from off-site migration of contaminants, pollutants, hazardous substances, hazardous wastes, crude oil, any fraction thereof, any petroleum product, petroleum byproduct, and/or fuel additive or any other substances at or from the Refinery Property after the Effective Date and
 - (g) liability arising from releases or discharges of contaminants, pollutants, hazardous substances, solid or hazardous wastes, or any other substances not within the definition of Pre-Existing Contamination.

The reservation of rights contained in Paragraph 7(f) as to off-site migration of contaminants, pollutants, hazardous substances, hazardous wastes, crude oil, any fraction thereof, any

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petroleum product, petroleum byproduct, and/or fuel additive or any other substances at or from the Refinery Property after the Effective Date does not apply to HOVIC.

- 8. Releases and Covenant Not to Sue Plaintiffs by Settling Defendants. Settling Defendants and their Related Entities covenant not to sue and agree not to assert any claims or causes of action against the Government, the Trustee, the Commissioner, any other agency or instrumentality of the Government, the Virgin Islands Waste Management Authority, the Virgin Islands Port Authority, and any of their directors, officials, officers, and employees with respect to the matters addressed in this Settlement Agreement, including but not limited to any direct or indirect claim regarding Pre-Existing Contamination and/or seeking reimbursement of the costs of complying with this Settlement Agreement. The Settling Defendants and their Related Entities release and forever discharge the Plaintiffs and their directors, officials, officers, and employees from all counterclaims asserted in and relief ever sought by Settling Defendants in Civ. No. 2005-0062. The Settling Defendants release and forever discharge the Virgin Islands Waste Management Authority and its directors, officials, officers, and employees from all third-party claims asserted in and relief ever sought by Settling Defendants in Civ. No. 2005-0062.
- 9. Compliance with Laws. This Settlement Agreement will not in any way affect obligations of HOVENSA and its successors and assigns and any future owner or operator of the refinery operations and/or Refinery Property after the Effective Date of this Agreement to comply with all federal and territorial laws, regulations, agreements, orders, consent decrees, licenses and permits, including but not limited to HOVENSA's ongoing and future obligations pursuant to the federal Resource Conservation and Recovery Act, Virgin Islands Coastal Zone Management Act, Virgin Islands Oil Spill Prevention and Pollution Control Act, federal Clean Water Act, Virgin Islands Water Pollution Control Act, Virgin Islands Water Resources Conservation Act, federal Clean Air Act, Virgin Islands Air Pollution Control Act and the reporting requirements of the Comprehensive Environmental Response, Compensation, and Liability Act. This Settlement Agreement shall not in any way limit or expand the Government of the Virgin Islands' authority with respect to regulating water appropriations by HOVENSA or in any way constitute a waiver of HOVENSA's rights under the Concession Agreement with respect to such authority.
- 10. Certification Regarding Pre-Existing Contamination. By signing this Settlement Agreement, each Settling Defendant certifies that to the best of its knowledge and belief it has fully and accurately disclosed to the Government of the Virgin Islands prior to the Effective Date all information known to it and all information in its possession or control which discloses or discusses Pre-Existing Contamination or any past or potential future release of contaminants, pollutants, hazardous substances, solid or hazardous wastes, or any other substances at or from the Refinery Property. The Parties agree that the full extent and nature of the Pre-Existing Contamination will be based upon data and analysis concerning ground water, surface water or soil contamination contained in documents identified in Exhibit A hereto that describe or contain data concerning contamination at or migrating from the Refinery Property as contaminated ground water or as contaminated surface water, or directly to the marine environment.



- 11. Payments and Liens. The payments and liens referenced in Paragraphs 2 to 4 above shall be in addition to any payment(s) made or due to the Government pursuant to the Fourth Amendment Agreement, which was ratified by the Legislature of the Virgin Islands (Act 30-0273) on November 4, 2013.
- 12. Effect on Third-Parties: Reservation of Defenses. Except as expressly provided herein, nothing in this Settlement Agreement shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Settlement Agreement with the exception of the Virgin Islands Waste Management Authority which is a negotiated third-party beneficiary of this Agreement. Each of the Parties expressly reserves any and all rights (including, but not limited to, any right to contribution), defenses, claims, demands, and causes of action that each Party may have with respect to any matter, transaction, or occurrence relating in any way to the Refinery Property against any person not a Party hereto except the Virgin Islands Waste Management Authority which is a negotiated third-party beneficiary of this Agreement.
- 13. Governing Law. This Settlement Agreement shall be governed by and construed in accordance with the laws of the United States Virgin Islands.
- Agreement, notice is required to be given or a document is required to be sent by one Party to another, it shall be directed to the individuals at the addresses specified below, unless those individuals or their successors give notice of a change to the other Parties in writing in accordance with this Paragraph 14. All notices or other communications required or permitted hereunder shall be in writing and shall be delivered personally, by facsimile or sent by certified, registered or express air mail, postage prepaid, and shall be deemed given when so delivered personally, or by facsimile, or if mailed, two days after the date of mailing, as follows:

For Virgin Islands:

Vincent F. Frazer, Attorney General, or Successor Territory of the United States Virgin Islands 488-50C Kronprindsens Gade, GERS Complex Charlotte Amalie, St. Thomas U.S. Virgin Islands 00802 Tel: 340-774-5666

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For Settling Defendants:

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Sloan Schoyer, General Manager
HOVENSA, L.L.C.
Estate Hope
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Donald W. Stever, Esq. B. David Naidu, Esq. K&L Gates LLP 599 Lexington Avenue New York, NY 10022

David Castro, Esq. Hess Corporation 500 Dallas Street Houston, TX 77522

Franklin Quow, Esq. HOVENSA, L.L.C. 1 Estate Hope Christiansted, U.S. Virgin Islands 00820-5652

15. No Admission. By entering into this Settlement Agreement, the Settling Defendants and Related Parties do not admit any liability to Plaintiffs arising out of the transactions or occurrences alleged in Civ. No. 2005-0062, nor is their entering into this Settlement Agreement an admission of violation of any law, rule, or regulation, nor shall any statement contained herein be construed to be an admission by the Settling Defendants or Related Parties.

- or as the Government or Trustee may reasonably request from time to time to ensure that the Security Documents are properly executed and enforceable, and the liens granted thereby in the Refinery Property and HOVENSA's Real Property, Fixtures and Equipment are perfected in a manner satisfactory to the Government or Trustee, in each case including the execution and delivery of security agreements, financing statements and other documents, the filing or recording of any of the foregoing as requested by the Government and/or the Trustee from time to time. In addition, HOVIC and HOVENSA shall provide all information reasonably requested by the Government related to the Refinery Property and HOVENSA's Real Property, Fixtures and Equipment.
- 17. <u>Modifications</u>. Modifications to this Settlement Agreement may only be made in writing, signed by the Plaintiffs and Settling Defendants.
- 18. <u>Authorization to Sign</u>. Each undersigned representative of a Party certifies that he or she is authorized to enter into the terms and conditions of this Settlement Agreement and to execute and legally bind such Party to this document.
- 19. Binding and Enforceable. This Agreement has been duly executed and delivered on behalf of the Party by the appropriate officers of the Party, and constitutes the legal, valid, and binding obligation of the Party, enforceable in accordance with its terms subject to applicable bankruptcy, insolvency, moratorium, and other similar laws applicable to creditors' rights generally.
- 20. <u>Stipulation of Dismissal</u>. Within seven (7) days of the Effective Date the Settling Parties shall submit a stipulation to the District Court of the Virgin Islands, Division of St. Croix dismissing from Case No. 2005-0062 all claims, counterclaims, and third-party claims against each other and the Virgin Islands Waste Management Authority. Dismissal of the action shall be "with prejudice" as of the date of the receipt by the Government of (i) both the First Payment and Second Payment or (ii) the First Payment and the proceeds of the Second Payment realized pursuant to the enforcement of the first priority liens on HOVENSA's Real Property, Fixtures, and Equipment.
- Dispute Resolution. To the extent a dispute arises between the Settling Parties concerning compliance with or interpretation of the terms of this Settlement Agreement, the Settling Party believing that there has been a breach of this Agreement (the "Disputing Party") may notify the other party in writing that the Disputing Party believes a dispute exists as to whether another Settling Party is complying with this Agreement. Once such written notification is provided, the Settling Parties shall engage in informal negotiations for a period of seven (7) calendar days. If the Settling Parties are unable to resolve the dispute informally, the Disputing Party shall notify the other party within five (5) calendar days whether it intends to submit the dispute to arbitration. Once such notice is served, the Disputing Party may submit the dispute to (a) Judge Edward N. Cahn (ret.) or (b) any other mutually agreeable arbitrator (in either case, the "Arbitrator"). The Arbitrator shall attempt to evaluate the dispute in as cost-effective and



prompt a manner as possible. The decision of the Arbitrator shall be binding on the Settling Parties. All costs of dispute resolution (e.g., Arbitrator fees and costs) shall be split equally between Plaintiffs and Settling Defendants, except that the Plaintiffs and Settling Defendants shall bear their own attorneys' fees and costs.

- 22. Entire Agreement. This Agreement constitutes the full and entire understanding and agreement among the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, arrangements, negotiations or understandings, both written and oral, which may have related to the subject matter hereof in any way.
- 23. Severability. The invalidity or unenforceability of any portion or provision of this Agreement shall in no way affect the validity or enforceability of any other portion or provision hereof. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain such invalid or unenforceable portion or provision. If any such provision of this Agreement is so declared invalid, the Parties shall promptly negotiate in good faith new provisions to eliminate such invalidity and to restore this Agreement as near as possible to its original intent and effect.
- 24. <u>Descriptive Headings</u>. The descriptive headings herein have been inserted for convenience only and shall not be deemed to limit or otherwise affect the construction of any provisions hereof.
- 25. <u>Drafting Interpretations</u>. This Agreement was negotiated by the Settling Parties at arm's length and each of the Settling Parties has had the opportunity to consult with independent legal counsel before signing this Agreement. Therefore, no Settling Party shall maintain that the language of this Agreement should be construed against any other Settling Party.
- 26. <u>Counterparts: Facsimile and Scanned Signatures</u>. This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement. Facsimile and scanned counterpart signatures to this Agreement shall be acceptable and binding.
- 27. No Use As Evidence. This Agreement is the result of a compromise among the Settling Parties and shall never be considered at any time or for any purpose as an admission of liability and/or responsibility on the part of any Party herein released. The payment of any sum of money in consideration for the execution of this Agreement or the absence of any payment shall not constitute, nor be construed as, an admission of any liability whatsoever by any Settling Party herein released. This Agreement shall not be admissible as evidence in any proceeding other than in an action brought by a Settling Party to enforce this Agreement.

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28. <u>Stipulation and Protective Order</u>. The Parties agree to comply with Paragraph 18 of the Stipulation and Protective Order Regarding Disclosure of Confidential Information, Dkt. Nos. 799 and 799-1 (September 19, 2011), and Order issued by the District Court of the Virgin Islands, Dkt No. 801 (September 20, 2011). A copy of the Stipulation is attached hereto as Exhibit C.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the Effective Date.

Date: 1/44 28 2014

Government of the United States Virgin Islands

Ву:

Vincent F. Frazer, Attorney General

Territory of the United States Virgin Islands 488-50C Kronprindsens Gade, GERS Complex

Charlotte Amalie, St. Thomas U.S. Virgin Islands 00802

Alicia Barnes, in her capacity as Trustee for Natural Resources of the United States Virgin Islands

By:

Alicia Barnes, Trustee

U.S. Virgin Islands Department of Planning & Natural Resources

5 Mars Hill/

Frederiksted, VI 00840-4474

HOVENSA, L.L.C. I Estate Hope

Christiansted, U.S. Virgin Islands 00820-5652

Hess Oil Virgin Islands Corp.

By: Brian Level Desident
Hess Oil Virgin Islands Corp.
1501 McKinney St.
Houston, TX 77010

HOVENSA, L.L.C.

By: Date: Date:

Hess Oil Virgi			
Hess Oi 1501 M	ever, President il Virgin Islands Corp. icKinney St. n, TX 77010	Date:	

HOVENSA, L.L.C

Ву: ____

Sloan Schoyer, General Manager HOVENSA, L.L.C.

HOVENSA, L.E.C. 1 Estate Hope

Christiansted, U.S. Virgin Islands 00820-5652

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EXHIBIT 3

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21	18/25/1697	Gene VV Schmatt	for sample points 615-619-617, and 618	HOME NEDSPERCED	HOVICHINDUTS1954	Gene Schoodt Documents
			Fingstpom Analysis for SWMG 25 and Firefighting framing Area	1		
91	10/25/1997	Genz W. S. sendt	hydrocarbon Sompfy's	HOVIGHEDOZE1465	140 arc 5/8/0076 48	Gene Sam di Locuments
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9.)	1/5/1998	Gene W. Schmidt	Fingerprinting Analysis, HOVIC with attached SiCs	HOV AROUNDED	HOV 11R00491759	Gane Stained Documents
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94	5/4/1995	Gens W. Schmidt	Finge printing Analysis HOVIC	HOW REDURERE!	HDV 1400464617	(Gene Schmidt Documents
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ġ.	57471898	Gene W. Schmidt	Fingerprinning Analysis HOVIC with anached GCs	HO WHEEDARIE?	HCV 8806491223	(Gene Schinkl) Dezaments
			Far to Dan Grade HOVIC to Miells 253, 254, RM16, AW17, 71,			
T-y	a/8/199a	Gene A. Schmidt	and 449 and Tarks 7425, 7423, and 1422 with attached GCs	HUV NRD0491195	10 VRD0491125	Frenz Scharedt Documents
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97	6/26/1393	Gane W. Strand	Cuffe fed at Anna 1998	- DVIC-WEINGERFAS	HETV I HAT CO STAND	Gene bet mich Dozugtents
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98	6/16, 1998	Gene W. Superior	Collected in June 1998 vin historied GCs	HIDV 1/F03491067	HEV-H109191151	Gene Schlinist Documents
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10.4	11/20/1998	Gene W. Schimilt	and 534 with attached GCs	HOV 6806490951	10 C - H DG4909 72	Gene With it Dotumen's
			cettel in Dan Grade, HOVENSA, le Wells 254, 461, 684, RWIA.			1
105	272) 1993	Gene W. Schmid	450 - £33, 73 - 428-514, and 558 with attained GGs	HOV-HADG GREETS	##0 v ##B00490951	frette Whendt Documents
106	12/11/1999	Gene W. Stimm 31	Letter to flan Gradie HGVIC re VER Shid Gas Chromatograms	HOVIE-MEDCI15598	PROVE NADOZISZEL	Gene Schmidt Documents
			Fire to Carey Conneigham, HOVERSA, rd. Engerpent Analysis,			
107	9/25/1999	Gerille W. Sztannat	(Existe lighter Area with attached GC results	BOV 8R00448176	10534400AD044840L	Deny Schmidt Documents
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	T		Letter to rathleen Antoine, HOVENSA, with attached GC results			
104	10/15/2000	Gene W. Schmist	For wells 1841 1542 704, and RW2	INDVICENTING STATE	HANG-GROCE-BARE	Gene Stimidt Escuments

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	1		[Fax to Downsti Bull HEVENSA, re- West, 140-447, 554-50]	ani		
111	57872001	Gene W. Schmidt	564 with attact of GCs	GV/5-V1_050/585	GV-5-V 0000597 -	Same Schmidt Documents
			lette to Steve Freeman Ameridaness, ie Wells VVV 31	and VIV.		
117	8/14/1002	Gene W. Sthnigt	17 with attached GCs	GWS-VI_0001105	GW 5 VI 0001121	Gene Schinidi Documenti
	1		Facile Band Watterson HO EPISA in Wells 68A, 65 and	154		
153	277/2003	Gene W. Smend!	with assaulted GCI	GVV VI 000:073	GW5-v4 D001164	Gene Scher all Documents
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114	1/31/1004	Gene W. Schmidt	15 W. A.J. 27 a. e.a.	HOV-MRD03592F1	HOV HERESTON	Gene town it Declinents
113	(9/10/2004	Gene W. Achmadi	Facio David Bornett ESST re GERenott for SWANG 21 a	rea HOW HRDR346043	HOV-URG2348661	IGene Stam it Deck Fents
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119	11/20/2005	Gene W. Schelitti	Facialisms Watterson Havehild re Well 424	[GV-5 V! 0000731	172.5 1 5000 1	Gene Schimidt Decuments
120	4/6/7006	Gene W. Schmigt	I First of David Watterson, MOVENBA, re-moveNSA 56-207	IGWS VI 0000694	GWS-V1_0000792	lisene Sannati Devarierti
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122	12/2/2007	Gene W. Schmidt	W=0.49303	HGV NADG491564	HOV NADOVATELY	Gene Schmild Documents
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123	6/73/3008	Geng W. Schmidt	Par to Danie Watterson, POVERSA no live 22 i with attra	thed GC1 HIDV NRCG343612	HON 114 363 49675	Gene Lamoit Documents
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124	7/14/1008	Gene W. Schmidt	3 ett 223 and 1244 7413	INDV HRIBIASASY	KOV-0-820146414	Gery Marilli Dieumenis
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125	7/41/2009	Gene W. Schmidt	VIets 409 540, and 552	HOV NSD0195474	HDV-HRD0198517	Gene ichne ti Decumenti
173	18/26/1998	Anhur D. tittle	HEME Maseline Evaluation in HGVIC	HOVE HADDITSIZE	[HDV:C-H4D0115140	Other
174	1	1		1		
175	11/9/1983	IHOVIC	SPCC Flan	HOVIC-NRODIC9147	HOVIC-HRD0303248	ICther Reports
176	11/7/1985	HOVIC	SECC Plan	PROVICE NADGIBARSS	INDIAC HROOTBASSE	Citize Reputts
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177	17171988	Engineering Science	Program	155104956	155 105 7 4 D	Other Reports
173	6/1/1989	HOVIC	ISPCC Plan	HOV:0002497	H12V K Q3U2529	Other Seports

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160	3/1/2001	Group	Countermeasure (SPCC) Plan Hagardous substanta Response Flori	HDVFF-Vanoscoot	HOVENSACRORIZ:	Other Reports
in i	7/14/2001	58789	In Maharey primit delia) ACC 9 4;	155277189	155277396	Caber Fracets
18.2	6/1/2004	MRCI	PARCI Report Part 1	55000031	55298178	Ciber Broods
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184	5/6/1012	DPNP	A Chitale Felmit Denial Letters	Nor Bates Stanined		Giber Reports
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			"upplemental Reports to HOV TS A To brownd letter top in the			Asserting to Augian, Lerrors
iAG	6/7/1984	Awars, Inc	Propiate	HOVIL-NHDG055356	HOVE-NRI 6055095	Measurey and Accords
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18.7	7/1/1986	Baker/TiA inc	PERA Facility Astes, mentiness of Vingo Bland Corporation	55027671	55027696	Mescures and Property
	1					ACRA Facility Investigation
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	-		and control of the co			PCEA Family investigation
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188	3/1/1065	The Advent Group Inc.	ECRA Fall in The st gastern for 5 h PAU 14	MOVIC-MR00137051	HOVIC WEDDOWNER	Measures and Reports
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						Attendent Workplan Correct vi
190	7/1/1990	The Advent Group int.	Comprehensivial Winspian, prepared for HULL	WENTE NAD0306559	HOVIC NEDG306832	Measures and Reports
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	1					Attenment Valolit Constitut
191	5728/1902	ENIS Environ right of line	Parmonthis Auga Faighty investigation to System of any System 44	19CV (C 1/3/D0/0554)	HDVIC-FIR DODSG645	Measures and Reports
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			Simunitally Progress Hestort HCHA Facility investigations and			Assessment, Wickplan Lonective
192	8/18/1502	EMS Environmental, inc	Conjective Measures Study Status Separt - 8/1992	HOVIE 1/80/0056647	HOVIC DROCOSESSO	Mensures and Reports
						BCRA facility investigation
		9	Bin ontilly Progress Report RCHA Faight, investigations and			Assessment Wirkplan Congcue
191	10/16/1993	EMÉ Environmenta, kit	Carrestive Measures Maidy Status Pep vt. 8/1997 9/1987	HOVIC-NRDG19568C	HOWK-41809109150	(Measures and Reports
						PERA Facility Investigation,
		di sayah	Birmonttly Progress Report Riths Facility investigations and		and a second	Assessment Workplatt Complete
19.1	1:0/16/1992	57/15 Environmenta in E	Corrective Measures Dudy Status Report 15/16/1992	HCVIC-NADGOV6681	HOVIG RHR0055789	Measures and Reports

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Νa	Date	Author	Description	Regio fistus	i res Bates	Catagory
						DICHA Facility Investigation
			Simplify Progress Peport, PCRA earthy rivestigations alin			Assessment, Workalan, Conscious
195	11/20/1992	EMS Environmental aid	Corrective Measures Stativ Status Relion 9/1993-10/1982	HOVIC-NADGIGGISZ	HOVICHIRDOIGS193	Intentures and Reports
	1			1		IRCRA Familie, to Leating allicon
			Bernmittly Progress Report, ACRA Fadim, Presingations and	1		Assessment, Watalan Corrective
.56	11/20/1901	EA15 Ensironmental, Inc.	Corrective Mexicae Study Status Associ. 11/20/1992	HOVIC HRD0055790	HOWIC-HRD6956811	Measures and Reports
				The second second is a second to the second		RCMA Facility investigation
						Assessment, Werkplan Tomertille
197	4,76/1993	The advent Group, Inc.	Comprehensive RFs Report	HGV C-NAS6116697	HDV:E-NEDG11 1119	Measures and Reports
						RCRA Facility investigation
						Assessment Workplan forces to
156	9,30/1593	INOVI.	Revised 1.84 Excito levengations Report	COVIETA PDAY 149-55	INDVICUADOLISTS	Measures and Fedoris
						BEBA Facility mensionation
		1				Assessment Woosplan Corrective
195	3/79/1994	HOVIC	BIGIVIC Substitution Geology and Emerican Scotters Report	HOVIC VADOLIZESSE	HOV/C-NRD0170649	Meysures and Beports
						PCPA Factory Investigation
			DRAFT - Smirntn's Progress Report - PCRA nativity investigation's			Assessment Workplan Chrostine
.00	14/79/1931	EAS Inversementations	and Connetive Measures Study Status Report	(10V/C 1/H00112475	HDV:G2E00117501	the asures and Reports
	1			1		HERA Facility Investigation,
	i					Assasznent, Warkplan, Carrective
10,	5/3/1994	CMS Invironmental as	Symportidy Progress Report BCRA Fact by vivest gations	INDVICTARDS259333	HOVIC-NREGIZERISA	Measures and Reports
						ACRA Facility Investigation,
						Inssessmens Worsplan Comercies
101	12/30/1994	HOVIC	Comprehenate hast AF Report	HOVIL ARDOLES933	HUV*C-1:HU0185445	(Measures and heports
						RCRA Facility Investigation,
			Water Flow and Dissolved Phase Hydricordon Modeling at the			Assessment, Weekplan, Cornel ve.
.aJ	3/2/1095	£58.T	HOVIC Rehouse, St. Cross	FIDVICIGRD0013315	HOVIC HRD 2214192	Interested and Reports
						BERA FARRY INVESTIGATION.
	}		HGYIC Water Flow and Free Phase II vdrocarbon Analysis in the			Assessment, Wo False, Cornelle
2012	8/1/1995	E16.1	Vicinity of Lagron East and Landfarm II	HOVIC-NROGESEZSO	HGVIS-NRDB138744	Measures and Reports
	{					IRCRA Facility investigation,
	ì					Assessment, Workplan, Connotive
105	8/11/1395	HOVIC	[RTI Workplan	HOVE 6800119619	HGVIC-NAD0119561	Mesquies and Reports
]		(Letter to Andrew Belling EPA, re. Respirate to EPA's lone 23, 199	'	1	[ECRA Facility investigation,
			Review Letter 12/30/64 Comprehensive Final SCRA Facility		-	Assestation Workship Cornective
106	[8/11/1995	Drew Hillingame, Holvid	Investigation (Bill Report	HOME NAD0121450	HOVIC HADDITIES	Measures and Bapants

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5/27/1593	Antew Results 55 B			1	ECRA fucility investigation
5/27/1995	Andrew Resident SER	Spurce Demonstration Report, SWMU+16, Bundle With Area			Assessment, Workplan, Corrective
		AFI Workstan for Groundwater Investigation	BCV C-9400117940	HD 2/C-7/8/D0:17904	Melagres and Reports
	1	Letter to Andrew Belling, EPA, ce. Response to EPA's Sed ember			
		27, 1995 Review Letter, Landbury 1 - Artenia Dictrice Source			RORA Facility Investigation,
		Denonstration Papers, SWARD #16, Bundle Warn Area - His			Assessment, Workpan Corrective
11/10/1995	Stew Photesine, HOVIC 1	Worlplan for Sepundwater	HOV C-018/2011/2967	HDVIC-MHD01179A1	Mazsures and Reports
11/11/1995]	PCRA Facility Investigation
		PCBA Parking investigation (NEI) Workplan for S.M. d Waste			Assertment, Washplan, Conceins
111/1911	HUVI'		THIS CANDER A PERS	HOVE 18(56122477	Measures and Fectors
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17:5/1009	Alidres, Beilber Cit		50000 JAN 10120 JUL	HEVIE WHENTED	Measines and Reports
			1		(BCBA Facility Investigation)
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			t		Assemblent, Washpilan, Corrective
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					Assessment Workstan, Corrective
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		[(ACEA Facility Investigation
			Final Report. Water Flow and Free Phase from cearbon Analysis in			Assessment Workplan Confective
15	31/25/1996	£55.1	the West Relinery Area	HOV HIDHS1765	HG 7-5-R; #35-1923	Measures and Reports
	1					HCRA Family Investigation,
		Fuster Wheeler	threenthly Progress Report, RCRA coulds investigations and			Assessment Workplan Comets or
20	11/9/1996	Environmental Corp	Corrective Measurer Study Status Report, 10/1956-11/1905	HOS (10a116)	1107/00072307	Steamines and Reports
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	İ	(i	Alia SWWD 21 Flare tip, 3 triw, Point Orum Area sactually 7, 1997			RCRA Facility orvestigation,
		1				Assessment & orbital Top ective
2.	111197	HUVIC		HOVE NECKOS1943	HDV E-149U(952378	Measures and Raports
			tress Oil virgin ruland Experiation (HEVIC) RCR# Facility	1		RCBA Facility investigation
			investigation Draft Final Report for SWYAU 6 Bundle Wash Area			Assessment Workplan Contentive
1	1/1/19/	Hervic	land SV/MB 21 - Nate No. 3 Low Point Erain Area	HOVE NEG 118401	HOVICHROUTISSES	Measures and Probits
	1					BORN Facility investigation
		Forte Wheeler	Bimoiling Progress Resert (FCHA Facility Investigations also			Assessment Winkelan, Conscilve
12	714/1997	Loverton a enval Gallo	Contestive Measures Study Status Report 137 1996 - 17 1997	HOWETON CHANGE	HOVIC30,6550001351	Measures and Arports
						BCBA Facility Investigation
	i	Findmin ent 2 Systems 8	if and Report. Water Flow and Free Phase Hydrogarbon Analysis in			Assessment, Washing Corrective
4	12/28/19/07	Searmillogies, His. (63.83)	the East Rethresy Area	HCF/ CHED/951406	HOVE HND0951498	Measures and Reports
		l .		4	1	MCRA Faorin investigation
		The state of the s	Hers Oil Vilgin (Sland Corporation (HOVIC) SWIAU 22 RUBA Facility			Assessment, Workplan, Connective
10	3/14/1997	riovic	Priviling at on Final Report	HUA C-ARDO(\$33/1)	HDV#-0300123667	Measures and Reports
						BCRA Facility Investigation
		Fostel Wheelel	Bittipe (14) Progress hepont, BCRA Facility Investigations and	the state of the s		Assessment, Wolfplan, Corrective
16	4/14; 1957	Environment's cond	Corrective Measures Stody Status Report, 2/1997-3/1987	HELV Streptersonite	HOVE REPERCENTED	Weasures and Reports
	1					RCRA Facility Investigation
	i	Foster Witteller	8-monthly Progress Report, RCBA Facility Investigations and			Assessment, Arampian, Comecuse
32	6/30/1997	instronments Care	Contective Steadures Study Status Report, 04/1997-4/5/1991	HOV/C30(b)HS100 (35.2	HGVK30[HNEH001501	Measures and Reports
				1		RCHA Facility investigation,
		Fuster Whiteler	femonthly mogress depose RCRA Facility nivestigations and		II.	Assessment, Workplan Corrective
2.5	8/33/1597	Environment II (Lat p	Contentive Meditines Shids Status Report, 06/1007-67/1007	HDVIC30/6H6F-F1502	HOVE 35(PRE)001 VET	Messures and Reports

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139	10, 15/1997	HOVIE		HGVIC-NEOU10230	HGVK HADD102594	We more, and Reports
			Priess Cilting in Idana Corporation (HCSHC) RCRA Fasting			1
			Investigalize Craft From Report for SWMU to Fire Fighting			
			Training Area and Associated Water Underliew Sung October 15	i		HERA Facility investigation,
	ĺ		1997			Astesiment Workplan, Comecuse
135	16 15 1991			HIV : 442016 569	1-1-Vic 12-1502-154	Me stures and legarity
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13.1	16 11/139	Environmental call	Corrective Measures Study St. Lus Report, 68/1897-09/1997	HOVIC30(E)[5)(01762	1+CWIL 32/89/G001157	Measures and Reports
				1	Annual Section of the	IPCRA Facetty investigation
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3.7	12/11/1914	Environmental callo	Corrective Measures Study Status Report 10 (1997-11) (1997	Indulcao(b)(e)Ortusa	75 a 10 mm 6 - 271	Measures and Respets
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233	2/20/1578	IL BUILDING THE REAL PROPERTY AND ADDRESS OF THE PARTY AND ADDRESS OF T	Corrective the sames Study Status Report, 12/1997 1 1991	1HDV:E30(BH6 007178	N. 71 35 645 112173	the stures and Reports
	1	1	Hess Oil Virgini Manif Corporation (MOVIC) REPARATION ()	1		
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		the state of the s	Northern Econoge Over April 14, 1958	1		Attentiment Werkpfan Contective
3.3	14/14/1998	INCVI		HOVIC BRADITALIST	HG9 017001111468	It Arrasia les and Reports
			Hesa Orllling in Stated Corp. (HOVIC) KC5A Family Investigation			The state of the s
			Orah Final Report Fox (WMW)25 Construction Cettes Solls Ave.			Int Bia Faction Investigation
			April 14 1398 C 4131 C27 98		and the second s	Assessment, Worldlan Contelling
115	4, 14 199h	India	I.	HEVICH-REGISSASS	MINTERPOLISION	Measures and Reports
	1		ness Oil ling is historic Expectation (InDVICT REGALVACION)	1		RCRA Exquity Investigation.
			(Mivestigation Craft Final Report for SWIMU 741 Moon No. 1 Area	1	1	(Assessment, Workplan, Corrective
236	4/14/1998	HOV C	trach Orimage Disch	HOVIC NADDIDIZEL	HOVIC MADDIDAGES	Measures and Seports
			Hers Off virgin Bland Cost (HOV-C) PCRA Facility in visit secon			
			Draft final Report For SWIAN 24 Lagoon (to 1) Area Housbern			BERA Facility nyestication
			Dramage Dirat April 14, 1998	1	9	Assessment Workelah Comecilies
257	A 24/1998	Havic		HOVIC N#50253947	GOVE NADUSHALS	Measures and Reports
	1	1				HCMA Facility investigation.
	1	faster Wherei	Samont life Progress Benort, BCRA Facility investigations and			Assessment, Wartiplan Euroctive
23 E	3710/1999	En-spaments (Dic	Contestive (Aevaures Study Status Report, 07/1996 03/1998	P0V(\$30(5)(6)002379	Provicable 48 leadage	Marasares and deports

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						ECAA Granty evestigation
		Foster Wheee			No.	Assessment Academic Controller
39	6/13/1999	Limited thental Corp.	(Draft # at 8) Peport for 1 Wrath 22 (Oredge South Area)	HOVETISHING ME4445	HEVE JOHNIE CHESS	the assists and Reports
	1			1	Section 1 to 10 to	RCRA Facility Investigation
	j	Foster Vance e-	Burgarias Progress Report RERA Fund to Investigations and			Assessment Works on Cornes eva-
40	6/10/1995	Environmental Corp	Contractive Meaniner Study Status Papert, 4/1998 5/1998	FOURCED BY 6 002565	-CVX 15x6-0-2804	Intersures and Reports
	1		The suppose of design states of the suppose of the			INCRA Facility Investigation
	i	Faster America	Similary, Angle is Report ASRA Fronty Investigations and			Assessment Wasplan, Corrective
41	673171998	Environmental Care	Corrective of values Study States Report 6/1998-7/1996	HOV/C30(B)(6 002805	ndv Croph 6 002150	steasy es and Paports
	1	1		1		BEBA Factor Investigation
			Fill at 47 RA Fuel by Assessment Pepilet and Skattle MS and CIAI			Assessment Washidan Contribut
43	10/3/1578	INUV C	Workgian	Hat icocodia?	FROVICE000345	Nessures and Rapors
			HOVE first BOKA Facility lever get on Report and Deaft			
			Contestive Measures Study (CFAS) and Corrective Measures			High Can by Investigation
		Easter Wheel all	implementation (CBA) We By an for SWAND 2015 adde facult			Assessment Workplatt corrective
4.3	1075/15/98	Environmental Enri-	A) f z	HUL CICIANA 009269	PONCTURAR PROTECT	Measures and Reports
			and the state of the second section of the second section of the second section sectin	I was the same of		RI, BA Facility Rivestigation
	1	Sper Wheeler	Remove the Propress Report ACRA Factory (Event gartout and		1	Asymment, Wollplan Con ert vi
144	10/30/1353	Environmental Carp	Force the Massures Study Status Report, 871995-971998	+iQV+C39(b)(5)042951	HOVE39516RC 114	Measures and Reports
	1		to appropriate agent and algorithm (i) control control (ii) the control contro			BCSA Facility sweetingstime
		Para	Letter vill Tement e.C. Persolla HOVENSA, evi Diviti Envi 851			Assessment Week plan Constitution
45	17/15/1996	EFA	Reports foll New Mills 24, 25, and 26	HOV C NR00325932	HD /IC-HF001256	rate stures and heparts
	-		Tener on loung Revised Site Wide Conceptual Model Design			BERA facility investigation
		April Marie	Pepart HOVEVSA lite Wide Groun swater Phase Separated			Assessment Workplan Correct w
45	112/15/1998	ELLI	Hyproximal (FSA) Disodved Phase Fydrocarbon (DFH) Model	HQ FREDG17E555	HOW MED0175935	Melatures and Reports
						BCHA Facility wive stigistion
		Enster Whereit	Biologicky Progress Report, ACHA Facility investigations and			Assess items, Workplan, Corrective
47	12/11/1993	Em renmantal Core	Conscitute Manuales Stroy Status Report 10/1998-11-1998	HOV (530H) (8/003105	HO /HE30(BILE)003262	Paleusones and Reports
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148	2/26/1999	Environmenta Cora	Convective Measures Study Status Report 12/1998-01/1999		7901 OC/3 (G C #4 n3 + U+1	Measures and Reports
	1					HCRA Fudity Investigation,
	1					Assessment Workplan Corrective
149	3/23/1999	HEWENSA	Letter imposing Remard CMI Workprin for SWAND 29	HQV 5/800147346	PGV 6800147384	Measures and Reports
resonante di sa				1	-	RCRA Fadility Investigations
		Poster Wheeler	Simulatilly Progress haport BCRA Caddity moneting montand	HOVENSAS MERGI 001439		Astessment Workpan Comertic
750	4/50/1099	InvitoAmental Corp	Corrective Measures Study Status Report 02/1999 03/1999		HEIVENSA 10 EUSTO 1515	Aleasure and Reports

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		Foster Wheeler	Estrevial by Progress Reduct R AA Facility magstigations and			Assessment, Workplat Conveyive
15.1	9/1/1999	Environmental Corp.	Corrective Measules Study Status Report, 6/1999 7/1999	STREETSHOT VEHI	HOV-WADDIES	Intersures and Reports
						ECEA Facility Investigation
		fatter Wheeler	5-mantitly Pragress Report 9: 8A couldly invastigations and			Assessment, Wartplan, corrective
352_	10/29/1992	Endronmental Cara	Corrective Measures Study Status Revort, 6/1999 9/1999	HOV-68 DG463843	HOV NROOHESSES	Measures and Reports
						SCR2 Exciling to restrict tion
		Fusier Whee's	Bemont By Phile at Newsyll RCBA Paulin investigations and		-44	Assessment, Workplan, Corrective
15.4	17/23/1599	Environmental Corp	Contractive Measures Study Status Report 10/1999/j 171939	HON-WED0463561	HDV:65D04535a3	Measures and Reports
						REPA Facility investigation
			Bench My Progress Renort ACAN Contry to yes lightle as and	H2VE 45430(3)(6) 003965		Assessment, Workplan, Corner La
254	2/25/2900	IT Environmental Corp.	Correlation Afexages Study Status Report, 17/1989 01/1999	4	HOVENSA JOHN GROUZOS I	Measures and Reprets
	1					1908A Facility investigation
			HOVER'S A REAL Model PS Model Development, Final			Assessment Workstan, I'm extere
255	3/21/1000	į iš:	Retrief	HGV-RR09143066	POVRIADO: 43109	Measures and Reports
				1		RCBA Famility Investigation
			Final Corrective Measures Study (CAT) Report AWARD 4	my data		Assessment, Workplan, Collective
255	4/13/2900	HOVENSA	construction bandfill (1) (3)	HOV-10850171324	HOV-NAUDI FISTI	Measures and Reports
						SCEA Eachty Investigation
			Birmswiffly Imagewas Penert, RCHA Example investigations and	HDVENS430(B)(\$1,001,006		Asservations Workplan Corrective
257	4/7872000	IG Engronmental Com	Conjective Microsites Study Status Pictors, 2/2000-4/2000		HOVERSA30(BHG)003137	Measures and Reports
						#CNA Facility investigation
		17	Birocottav Pougrass Revort, RIBA Flushty Investigations and		de man	Assessment Workplan Corrective
258	6/30/1000	IT Environmental Carp	Contective Marinares Starty Startus Picnost, 4/3000-5/2000	HOVENSA36(6)(5)(0)1135	HOVEHSA3CHBHSICO1257	Measures and Reputts
						RCSA Famility Investigation
	ļ	1	Draft Final Collection Measonet implementation (Chiri Report		1	Assessment, Workplan, Entrective
259	6/11/2006	HOTENSA	ISVVMH 14 HCFA FADRY Investigation	HOV-HRDOIS9713	HOV 14800169750	Algabures and Reports
	-					IRCDA Fadlice investigation,
			Binionithly Program Report, ACRA Edukty Investigations and		1	jatsessitent, Workplan, Consective
750	8/31/2000	IT Environmental Care	Entrective Measures Study Status Report 6/2800-2/1000	HOV-HRE945 1253	HQV-NRD8452482	Measures and Reports
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			Corrective the awares Study (CMS) workplan, SWING 2 NCHA			Assessment Workplan Corrective
251	97572000	HOVEHSA	Facility Investigation	MOV-MATIRIES 791	HOV-NROOISSE29	Measures and Seports
						PCPA Facility investigation
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157	19/12/2000/	HOSENSA	Constitution Landfill No. 3	HOY-NADOL/DEST	HOV-HADDITERES	Measures and Reports

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						RESA Facility mestigate Y
	-	1	Final Corrective Measures study Cod Findom, NVM B.			Assessment, Wirks or Corrective
163	B) 15/7J00	MIZWENSA	Construction and No. 3	M 25 MREG171513	HC1-NHO0171H65	Measures and Reports
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5 Å	10/11/2003	IT Environmental Care	Corrective Measures Study Status Report, 5/1000-9-1000	HGV HEC0452461	HOV-NPBGK52530	Steasures and Reports
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65	17 79/2000	El Environmental Envir	Corrective Measures Study State (Paylors, 10/2000 at 72009)		HOVENSA BOODLESOO LACT	Measures and Reports
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96	2/28/2001	al Environmental Citie	Corrective Mesiures Study Status Report 12/2000 1/7007	HOW-REDU45 215 1	FIDV HRD9451282	Measures and Reports
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			Birnonthly Progress Report RCBA values investigations and			Assessment, No ipian Carer ve
67	4/30/2001	ENS Environmental, no. 1	Corrective Measures Study Setton Report, 277,001,372,001	10V HED-945 1875	1:CF-HR06452611	Measures and Reports
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48	577977001	EARLY Environmental sec	Corrective Measures Study 5 and February 2001 5 (20)	37113716	59112852	Red sturys and Reports
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9	E/1, 2301	HILLYENSA	SWALE 25 and 76 Revised Cornellive Measures Study World Inc.	HS20 WRIGHT 7812	HOV-49402177857	Measures and Reports
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71	10/30/2001	ENIS Elivirgament il, aig	(Corrective Measures Study Status Report, 05/2001 67, 2001		BOV-F-PE9712797	Measures and Reports
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			HCVS NSA Final Peport. Site William should Dissaved Phase			Assestiment, Workplan, Camective
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73	12/1/2001	E555.Environmentall, mc	(Corrective the issues Study Status Report of 2001-9/2001	HOVECHHOUSES ISE	HOVE NEDGIZERS	Measures and Reports
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74	112/11/2001	are lumenmonana style	(Corrective Measures Study United Report, 19/2001 11/7001		HOV-NROOJIJEBS	Measures and Reports

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75	3 28 2502	EMS Environments, we	Corrective Measures Study Status Report, 6 12/2001 03/2002		HOV-HR00369099	Mclasures and Reports
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77	11/39/2042	EMS Environmental, Inc.	Corrective Mexicus Study Status Report, 02 (2002-03/2002)		HOV-1/100369555	Measures and Feports
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20	10/31/2001	EMS Environmental Inc.	Corrective Measures Study Status Report 8/2007 9/2021	HOV HADDACEPTE	HOWHIADD 151476	(Measures and Reports
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63	110//31/2002	TEMS Environmental ho	Corrective Measures Study Status Report, 872001 1/2001	15074H87	55075018	Measures and Reports
						RCBA Fablity tavestigation,
			Carrottue Alexagres Study Final Report for Solid Way e			Assustment, Washplan, Corrective
5.1	11/21/2003	INDVENTA	Nanagoném Unit 42	Indv-LAD0369366	HOV 1/RD0369594	Measures and Reports
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			Corrective Meanines Study Final Report For Solid Waste		to age	Assessment Workplan, Corrective
95	11, 25/2003	HOVERSA .	Samagement Unit #2	high healthads	HOV-NHD0171348	Measures and Reports
	15	Table 1		1		RCHA Facility Investigation
			Revised Corrective Measures Study Clost Report for Solid & arts		E-Barrell	Assessment Workplan Connective
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187	2 29/2604	ENS Enventionnal tra	Corrective Measures Study Water Report, 12/2003 01:2034		HUV-0800233954	meanines and Reports
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188	3,7/2004	HOVERSA	Adamagement Unit #2	HOW WEDGIESHIS	HOV HRDD164051	Measures and Deports
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251	4,30 2104	ENS Environmental inc.	Corrective Measures Study Status Report, 02/2004-03/2004	H37 NAD0013964	HDV-HRD0234047	Measures and Reports
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			Birmonthly Progress Benicht, RCPA Facility, nivesting itions and	HOV NADUCES 727		Assessment, Wirkblan, Corrective
222	6/10/20 4	EMS Environmental, Inc.	Corrective Alexands Micity Status Populs, 4/2004 5/2004		HOV-MANAZIBEZB	Measures and hegorts
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223	771672004	ESAT	IPhase 1 Streeming Level Ecological Alsh Assessment for SWARU 27	HC% NRC0177686	HGV-VR00177811	Measures and Reports
						ROBA Facility investigation.
			Bintersthy Progress Report RCRA Lacility Investigations and	HUN BROUGHTBAT		Assessment, Whylplan, Corrective
254	16/30/2004	EMS Environmental inc	Corrective Measures Study Status Report, 05/2004-07/2004		HGV #400337128	Meanings and Reports
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						Assessment, Worlplan, Corrective
195	7/21/2005	Entro, Inc.	Physic 2 Screening Level Ecological Risk Assessment for TV-MO 27	HCV-4400177856	HOV-9/400178076	Measures and Reports
						ACRA Facility Investigation
			Letter to Kathleen Antoine, HOVE/ISA, in: Final CMS Report for			Assessment, Worlpist, Comestive
196	9/20/2005	British , Bordon, EF4	SVM018	EART APPLICATIONS	ESET NRD_0014622	Measures and Respires
				-		[RCRA Facility Investigation
						Assessment, Workplan, Corrective
27	12/16/2005	HOVENSA	CM5 Rink Report for SWMs 2	HOV-NRCO184675	HOV-NPD0155023	Measures and Reports
	i					IRCRA Facility investigation
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298	272272006	THEMSINSA	CMI Final Report to: SWANS 4-4	HCV-NAD/ 570917	HOV: HBD0171756	Measures and Reports

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601	7/3. 200	HOVENSA	Letter encosing Tlean Cabuse Report for Surface Enpoundment 3	HOV 1/400207604	HOV SRC 1 08753	Measures and Rendirts
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302	4,1,3009	HOULHSA	FOVERUA ROTA Contentive Actions and Sweat Summary	HOV NROBORSYS4	HOV 480-025 555	Measures and Experts
	7	(Group (water and				(RCRA Faulity Investigatives,
		Em a mental Services	Letter endowing HCVENSA Contained 5 mage Area (CDA) Closure			Assessment, Vicetylan, Comertive
103	1,727,7219	Inc (555)	Lendication Repair (11/7009)	HOV NACOSEGESS	HO - THE DIE DOTE	intersures and Reports
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			Petition for "Corrective Action Complete with Contrast" for			[RCRA FadRty Investigation
	i i		SWIMUS 9, 3th, and 11 (Surface impoundments 1,2, and 3)			Assessment Workplan, Corrective
105	5/25/2010	INDV 51/5A	Bestrectively)	HOV 4350012345	HDA Maded131m	Measures and Reports
		1		- Company		RCR4 Family investigation
			Petition for Corrective Action Longid a with Controls for SWAtlan			Assessment Wo volan, Conjective
150	16/13/2010	1541	is th, and 11 (Surface Indopenaments 1, 2, and 3, September of	HIGH HECOL TRAIL	HOV NP00012765	K's quites and Reports
		Groundwater and		1		ECSA Facility Investigation,
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50-7	17/31/2012	FC (GES)	HOVEISA REBA Corrective Addison and SWAID Symmon.	HDV-MR20554-194	110V-140050577E	Measures and Reports
		Groundwater and			-	BCBA Facility Investigation
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:29	Unindern	1581	Refinery St. Crox	(HOVIC THB0110kla	HCVIC-/IRDUITHRS8	Measures and Reports
		1			1	RCRA Facility Investigation
			ACRA Facility investigation for the vetting Bailo (SWMO 14), Tay-			Assessment, Walkglan, Corrective
110		The Advent Group, Inc.	îti"	NOVICH/RD0037832	HITTIE-WADCOTS1122	,taeasulas and Raports

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14	37,2272003	Ged Mantinhers Services	Administrative Scientiff on Consent	55108713 REDAMID MRC 4667	STINBUL FEDMOD-WRUGHA	MLA Reports
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19	2414/2004	Geo Monitaring Terricos	Program Peport in 11 11/2001-2/4/2004 at the SCA Site	19116680	10 11664E	SCA PASSAS
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21	[5:8/2064	Gee Monisiling Verses	Progress Report for 1/8/1/014/6/8/2004, at the SCA Site	15310538	\$53,000 \$	SCA SELIOTS
12	241908494	Seo Maniforing Services	Str Ground Valle Minmoring Lent St. Cross Number Str. (dash) (1987)003	ноу инсеррато	40 MMD6 10215J	SCA Reports
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			Displace these Felia eur Hydrocarbor Constituent (DFP+C)			
24	2/3/2005	Gen Monthling Services	Fringress Report for 11/5/2004 1/2/2005, in the SCA Ste	151150470 STANEDODULIUSE	53160889 J. W. DF 93131317	15 CA Retrorts
75	7/10/FORE	Geit Manitoline Services	The Genures No. on the reasoning Electric St. Cross electrons Stee dated. 2/10/2003	INDEXTROGRANTA	1105C-719(00)000045	SCA Reports
26	150/2006	Geo Mostloring Services	Ear Gill und Histori Maintaining Event - 51 Chora viewnical Site date 1 (2017)06	Hev-H400006722	HOV INDUSCREDS	SCA Reports
27	7750/21516	Gea Monitoring Services	"9th Gesund Lave Monkeying Every St. Critis, Authors 542 mains 77/NH2005	ноч неоозавляе	HOSERO HOZESZ	SLA Reports
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19	1/12/2004	Geo Monitoring Services	V2th Ground Mikrar Manapency Event - St. Cesar Humara 5th days 1793/2006	22 (1)5,	\$5.164.261	SCA Renorts
10	7/30/2006	Geo Monitoring Services	13h Debug Malar Malarang Evant St. Crow Alabas Sta. 85wc 7/39/2004	=0V (1800302715	HOV-11809362796	St A Fennels
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Appendix D

Base Margin

Year	Castilla Deemed Margin	ASCI Deemed Margin
2020	\$11.12	\$12.42
2021	\$9.19	\$10.24
2022	\$7.26	\$8.06
2023	\$5.33	\$5.88
2024	\$5.33	\$5.88
2025	\$5.33	\$5.88
2026	\$5.33	\$5.88
2027	\$5.33	\$5.88
2028	\$5.33	\$5.88

Appendix E

Memorandum of Understanding with UVI

MEMORANDUM OF UNDERSTANDING BETWEEN HOVENSA L.L.C. AND THE UNIVERSITY OF THE VIRGIN ISLANDS

EXPLANATORY STATEMENT:

- A. HOVENSA L.L.C. (hereinafter referred to as HOVENSA) has long envisioned creating employment opportunities in the petrochemical industry for residents of the Virgin Islands by assisting in providing the training required.
- B. The University of the Virgin Islands (hereinafter referred to as UVI) and HOVENSA have collaborated in the development of a program leading to an Associate in Applied Science degree with a major in Process Technology
- C. The then Division of Science and Mathematics (now College of Science and Mathematics) at UVI and technical experts from HOVENSA designed the required curriculum which was approved by UVI's Curriculum Committee, the faculty body and the Board of Trustees.
- D. On March 28, 2002, HOVENSA and UVI signed a Memorandum of Understanding (MOU) initializing the program. This MOU, which covered a term of three years, expired on March 28, 2005. A second MOU which covered an additional term of three years expired on October 13th, 2008 and a third MOU which covered an additional term of three years expires in December, 2011
- E. This new MOU reaffirms the continued collaboration for the success of the program by both parties. It will cover a term of three years and will expire in December, 2014.
- F. The Associate of Applied Science degree in Process Technology was first offered to incoming UVI students in the fall 2002 semester.
- G. HOVENSA has pledged to support this degree program by assisting UVI's faculty with contributions of time and resources. These include making available HOVENSA's personnel to assist in the development of the curriculum and to teach, consult, and mentor as well as financial resources

NOW THEREFORE, UVI and HOVENSA have developed a new Memorandum of Understanding (hereinafter referred to as "the MOU") to apportion their continued responsibilities for the success of the program, as follows:

SCOPE OF UNDERSTANDING:

- 1) The term of the MOU shall be for a period of three years from the effective date of the MOU.
- 2) Prior to the end of the term, the Parties will meet to review the program, assess its progress, effectiveness and the future viability with a view to determining whether to continue the collaboration.
- 3) HOVENSA will maintain and fully administer a scholarship fund dedicated to rendering financial assistance to qualified students who have been admitted into the program. HOVENSA will review the current criteria for awarding scholarships to determine the effective methods for encouraging students to take advantage of the scholarships offered.

Scholarships are awarded based on academic performance. Each scholarship is awarded on a per semester basis. The granting of each scholarship is determined after considering the academic performance for that semester.

The scholarship will be prorated based on the semester grade point average and credit hours. The maximum annual value of the scholarship is \$4594 (tuition and fees for academic year 2011-2012) for an individual student.

- 4) In the event the incumbent Director of Process Technology vacates this position, HOVENSA will, if necessary, assist UVI in the recruitment for a new faculty member in an area of Process Technology, who will serve as the Director of the Program, who will be an employee of UVI and who will:
 - a) Teach appropriate process technology courses;
 - b) Coordinate with part-time instructors;
 - c) Provide student academic counseling for this program;
 - d) Lead recruitment for the program; and
 - e) Liaise with UVI's Dean of the College of Science and Mathematics regarding the program.
- 5) HOVENSA will underwrite the salary and benefits of the Director of Process Technology until such time as such funding is fully replaced by grants or other contracts. Refer to Appendix A.
- 6) UVI will, where appropriate, pursue the preparation of grant applications to various foundations, for partially underwriting the cost of the program.

- POVENSA will underwrite the cost of the services of designated technical personnel with expertise in the various core subjects, to teach specific technical courses throughout the term of this Agreement. These part time instructors will be recommended by the Director of the Process Technology program, and will have the qualifications required for teaching in the Associates in Applied Science program. Final approval will follow UVI procedure. These personnel will be compensated at UVI's rates for part-time faculty, but compensation will not be prorated based on class size.
- 8) HOVENSA will collaborate with UVI in the development of formal recognition of the efforts of the part-time instructors in the program in order to encourage and sustain their participation. Such recognition should include, but not necessarily be limited to letters of commendation and other appropriate methods for recognizing their individual contributions towards the development of a successful program.
- 9) HOVENSA will allow the program to use the following facilities:
 - a) Specialized classrooms at the HOVENSA Training School
 - b) Training School laboratories and necessary equipment;
- 10) UVI must develop a marketing program to publicize the program among the general public and in area high schools. This marketing effort of the Process Technology program could extend throughout the Caribbean region, particularly in islands such as Trinidad, Curacao and Aruba where oil refineries exist.
- 11) UVI will carry out all requisite steps to manage the degree program within the College of Science and Mathematics, including but not limited to establishing all requirements for admissions, testing and placement, preparation and acquisition of materials, coordination with all faculty, and other foreseeable administrative steps incidental to maintaining the program, and processing of incoming students.
- 12) UVI will provide faculty from appropriate College or School, to teach non-technical courses and electives required for graduation from the program.
- 13) UVI will facilitate coordination between its faculty and the HOVENSA-provided instructors, including orientations and dissemination of all requisite academic and administrative materials and procedures and providing them with administrative support to facilitate the HOVENSA-provided instructors' participation in the program.
- 14) UVI will treat all part-time instructors with the same professionalism, courtesy, and respect, accorded UVI faculty, including, but not limited to granting them access to student records and information, providing them assistance with and access to university facilities and processes.

- 15) UVI will provide an office for the Director of Process Technology. This office will include all necessary and customary office equipment and supplies, and access to support staff of the College of Science and Mathematics.
- 16) UVI will provide all necessary classrooms for the non-technical courses and electives required for graduation from the program.
- As an extension to the provisions for this degree program, UVI and HOVENSA will work collaboratively to explore feasibility of and develop offerings of online courses.
- 18) Officials of UVI and HOVENSA will work together in a spirit of cooperation and professionalism, through frequent communication and attendance at meetings, to address all questions and concerns that surface regarding the program, the collaboration and any obstacles in order to make this a successful program.

GENERAL PROVISIONS:

- A. Any contract to carry out the terms or processes of the MOU, and which is intended to bind a Party, must be executed by that Party.
- B. The modification of any term of the MOU must be in writing.
- C. In consideration for the contributions being pledged by HOVENSA, UVI will defend, indemnify and release HOVENSA, its members, parents, affiliates, subsidiaries, and the parents, as well as their employees, agents, shareholders, board of directors, officers, successors and assigns, specifically including but not limited to Hess Oil Virgin Islands Corp., PDVSA V.I., Inc., St. Croix Petrochemical Corp., Hess Corporation and Petroleos de Venezuela, S.A.("PDVSA"), and their parents, affiliates, successors and assigns (Collectively "HOVENSA"), as well as HOVENSA's employees who will serve UVI as instructors and technical experts, from any and all claims, damages, (including personal injury or death, property or consequential), liability and causes of action, whether due in whole or in part to any act, omission or negligence of HOVENSA resulting from negligence, or dangers known or unknown, or reasonable foreseeable, or from breach of contract or warranty, strict liability, or otherwise, arising out of or in any way related to the services to be provided by UVI, its agents and employees or the UVI facilities and equipment to be utilized. UVI further agrees that if a claim is made against HOVENSA or any other person covered by this clause, whether as a result of negligence, fault, or voluntary act of UVI, its agents and employees, that UVI will defend HOVENSA from any such claims and that it will either settle the claim or pay any judgment entered against HOVENSA, including attorney's fees and costs.
- D. In return for the commitments being made by UVI, HOVENSA will defend, indemnify and release UVI, its employees, agents, board of directors, officers, successors and assigns, specifically including but not limited to UVI's employees who will serve UVI as instructors and technical experts, from any and all claims,

damages, (including personal injury or death, property or consequential), liability and causes of action, whether due in whole or in part to any act, omission or negligence of HOVENSA resulting from negligence, or dangers known or unknown, or reasonable foreseeable, or from breach of contract or warranty, strict liability, or otherwise, arising out of or in any way related to the services to be provided by HOVENSA, its agents and employees or the HOVENSA facilities and equipment to be utilized. UVI further agrees that if a claim is made against UVI or any other person covered by this clause, whether as a result of negligence, fault, or voluntary act of HOVENSA, its agents and employees, that HOVENSA will defend UVI from any such claims and that it will either settle the claim or pay any judgment entered against UVI, including attorney's fees and costs.

- E. The MOU shall be interpreted in accordance with the laws of the United States Virgin Islands. If any portion of this Agreement is against the public policy of the Virgin Islands, it will be construed to provide the greatest possible release of liability permitted by Virgin Islands law. Likewise, if any provision of the MOU is deemed invalid or inoperative to any extent, such validity will not invalidate the MOU, but the MOU will be construed without the provision(s) deemed invalid or inoperative, with a view toward affecting the purpose of the MOU, and the validity and enforceability of the remaining provisions will not be impaired.
- F. All disputes or claims arising from HOVENSA's participation or financial contributions to the program will be submitted to confidential and binding arbitration in the U.S. Virgin Islands, in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered may be entered in any court having jurisdiction. The arbitrators in entering a decision will have the authority to select either the amount or remedy proposed by HOVENSA, or that proposed by UVI, and none other. The losing party will bear the cost of arbitration. Other than arbitration feed and expenses, each party will bear its own costs and expenses, including attorney's fees. If any matter is deemed non-arbitral by the arbitrator or by a court of competent jurisdiction. UVI hereby expressly waives trial by jury with respect to such claim or controversy. UVI understands that in such event, any decision regarding such claim or controversy will be made by the court as finder of fact and not by jury.
- G. This document constitutes the entire understanding between the Parties hereto and all prior communication understanding with respect to the subject matter of the MOU, integrated herein.

herein.	EREOF, the Parties have herein set their hands as of the dates stated
WITNESS:	UNIVERSITY OF THE VIRGIN ISLANDS
	By:
	Printed Name: Dr. David Hall
	Title: President
	Date:
WITNESS:	HOVENSA L.L.C.
	By:
	Printed Name: Brian K. Lever
	Title: President & Chief Operating Officer
	Date:

Appendix A

BREAKDOWN OF COST FOR SALARIES AND BENEFITS

HOVENSA will provide funding for the Director of the Process Technology program and the Part Time faculty teaching the process technology courses.

Year 1:

Director's salary \$73,539

Benefits 33% \$24,268

Part-time \$32,340 (\$770/credit-hour * 7 classes * 3 credit-hours * 2 semesters)

Benefits 8% \$ 2,837

Subsequent years will include an increase in Director's salary at 3% per year, governed by the mechanism of UVI faculty compensation.

Part time instructors are paid at a rate of \$770 per credit hour. The expectation is that there will be seven three-credit classes taught by part time instructors each semester. Benefits for part time instructors are calculated at 8% of salary.

Appendix F

Form of Special Warranty Deed

Form of SPECIAL WARRANTY DEED [For Option Parcels]

THIS DEED is made this ________, 2018, by and between the GOVERNMENT OF THE UNITED STATES VIRGIN ISLANDS acting through its Commissioner of the Department of Property and Procurement, whose mailing address is Building No. 1, 3rd Floor, Subbase, St Thomas , U.S. Virgin Islands 00802, as the grantor ("Grantor" or "Government") and [LIMETREE BAY TERMINALS, LLC], a U.S. Virgin Islands limited liability company, whose address in 1 Estate Hope, Christiansted, VI 00822, as the grantee ("Grantee" or "LB Terminals").

WITNESSETH:

WHEREAS, the Government and LB Tell	rminals entered into that certai	n Amended and
Restated Terminal Operating Agreement, dated	, 2018 and a	approved by the
Legislature of the Virgin Islands on	, 2018 as Bill No	("Termina
Operating Agreement"); and		

WHEREAS, pursuant to the provisions of the Terminal Operating Agreement, the Government agreed to sell and convey the Property described herein to LB Terminals and to grant the easements contained herein to LB Terminals and the LB Terminals Parties (as defined herein);

Pursuant to the Terminal Operating Agreement and in consideration of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Grantor, Grantor does hereby sell, grant, transfer and convey to the Grantee, and to its successors and assigns, the real property described in **Schedule A** attached hereto and by reference incorporated herein, together with all the tenements, hereditaments, and appurtenances thereunto belonging, and any and all improvements located thereon (collectively "Property").

TO HAVE AND TO HOLD the Property conveyed hereby unto the Grantee, and to its successors and assigns, in fee simple absolute forever.

Grantor warrants that it has and is conveying good and marketable fee simple title to the Property free and clear of any Liens, Claims and Liabilities of any kind whatsoever except Permitted Encumbrances (as such terms are defined in **Schedule B** attached hereto and by reference incorporated herein).

Grantor will warrant and defend the right and title to the Property unto Grantee against the claims of any persons owning, holding or claiming by, through or under Grantor, except for claims arising under or by virtue of the Permitted Encumbrances.

IN WITNESS WHEREOF, the Grantor has duly executed this deed effective the day and year first above written. GOVERNMENT OF THE UNITED STATES VIRGIN ISLANDS Department of Property and Procurement BY: _ Commissioner APPROVED AS TO LEGAL SUFFICIENCY Date: Claude Earl Walker, Esq. Attorney General APPROVED Date: Kenneth E. Mapp Governor of the Virgin Islands As to the execution of this deed by the Commissioner of Department of Property and Procurement: Witness 1: (Print name and sign) Witness 2: (Print name and sign) ACKNOWLEDGEMENT TERRITORY OF U.S. VIRGIN ISLANDS) DISTRICT OF ST. CROIX The foregoing instrument was acknowledged before me this ______, 2018, by _____, as Commissioner of the Department of Property and Procurement, Government of the United States Virgin Islands, on behalf of the Government of the United States Virgin Islands. Notary Public

My commission expires:

(Notary Seal)

CERTIFICATE OF VALUE

IT IS HEREBY CERTIFIED that the value of the property described in the foregoing deed,

for recording and transfer stamp tax purpo transfer herein is exempt from recording a pursuant to 33 V.I.C. §128(a)(1).		and that the stamp taxes
	Grantor's Authorized Agent	
<u>CERTIFICATE</u>	OF PUBLIC SURVEYOR	
It is hereby certified that according Property described in the foregoing instruboundary and area.	g to the records in the Public Surveyor's ument has not undergone any change	
Office of the Public Surveyor, Christ	tiansted, St. Croix, U.S. Virgin Islands.	
Dated:		

Schedule A

Special Warranty Deed From Government of the United States Virgin Islands To Limetree Bay Terminals, LLC

Real Property Description

Estate Pearl, including all improvements thereupon

- 1. **Remainder Matr. 38, Estate Pearl**, Queen Quarter, St. Croix, U.S. Virgin Islands, consisting of 112.297 U.S. acres, more or less, as more fully shown on OLG Drawing No. 3136, dated August 9, 1973, revised August 23, 1991.
- 2. **Remainder Matr. 51 & Matr. 43, Estate Pearl**, Queen Quarter, St. Croix, U.S. Virgin Islands, consisting of 60.597 U.S. acres, more or less, as more fully shown on OLG Drawing No. 3136, dated August 9, 1973, revised August 23, 1991.
- 3. **Parcel No. 11, Estate Pearl**, Queen Quarter, St. Croix, U.S. Virgin Islands, consisting of 29.132 U.S. acres, more or less, as more fully shown on OLG Drawing No. 3136, dated August 9, 1973, revised August 23, 1991.

Estate Cassava Garden, including all improvements thereupon

- 4. **Parcel No. 1, Estate Cassava Gardens**, Queen Quarter, St. Croix, U.S. Virgin Islands, consisting of 1.377 U.S. acres, more or less, as more fully shown on OLG Drawing No. 3136, dated August 09, 1973, revised August 23, 1991.
- 5. Remainder Matr. No. 39-A and 49, Estate Cassava Gardens, Queen Quarter, St. Croix, U.S. Virgin Islands, consisting of 62.791 U.S. acres, more or less, as more fully shown on OLG Drawing No. 3136, dated August 09, 1973, revised August 23, 1991.

Estate Barren Spot, including all improvements thereupon

6. **Remainder Parcel No. 1, Estate Barren Spot**, Queen Quarter, St. Croix, U.S. Virgin Islands, consisting of 30.712 U.S. acres, more or less, as more fully shown on OLG Drawing No. 3136, dated August 09, 1973, revised August 23, 1991.

Schedule B

Special Warranty Deed From Government of the United States Virgin Islands To Limetree Bay Terminals, LLC

Definitions

"Claim" shall have the meaning assigned to such term under section 101(5) of the Bankruptcy Code.

"Liabilities" shall mean any and all indebtedness, taxes, losses, charges, debts, damages, obligations, payments, costs and expenses, bonds, indemnities, liabilities and obligations of any nature, including any unknown, undisclosed, unmatured, unaccrued, unasserted, contingent, indirect, conditional, implied, vicarious, derivative, joint, several or secondary liability, regardless of whether such claim, debt, obligation, duty or liability would be required to be disclosed on a balance sheet prepared in accordance with GAAP and regardless of whether such claim, debt, obligation, duty or liability is immediately due and payable.

"Liens" shall mean any liens (as defined in Section 101(37) of the Bankruptcy Code), debts (as defined in Section 101(12) of the Bankruptcy Code), security interests, claims, easements, mortgages, charges, indentures, deeds of trust, rights of way, encroachments, or any other encumbrances and other restrictions or limitations on ownership or use of real or personal property or irregularities in title thereto.

"Permitted Encumbrances" shall mean (a) easements, covenants, rights of way and restrictions of record encumbering the Property as of the Closing Date, (b) liens for real property taxes not yet due and payable, (c) zoning, building code or planning restrictions or regulations, and (d) encroachments and other matters that would be shown in an accurate survey or physical inspection of such Property.

AFFIDAVIT OF TAX STAMP EXEMPTION

Ι,	, the un	dersigned, being first duly sworn upon oath, depose	
and state that			
1)	I am an adult over the age of twenty one years.		
2)	l am the Authorized Person of the Grantor of the Property described herein.		
3) of the United	The transfer of title of the Pro States Virgin Islands, to the Gr	operty described herein is from Grantor, Government antee.	
herein describ	requires an affidavit in support o	nade for the purposes of complying with 33 V.I.C. of Grantor's claim that the transfer of the Property as t of a Stamp Tax under Section 128(a)(1) of Title 33	
5) herein is exer	As the Grantor is the Governing from recording fees pursuar	ment of the United States Virgin Islands, the transfer at to 28 V.I.C. §134(3).	
		, Authorized Person	
	OF U.S. VIRGIN ISLANDS F ST. CROIX))	
The fo	oregoing instrument was acknown as Authorize	vledged before me this, d Person of Government of the United States Virgin	
Notary Public	·		
My commissi	on expires:		

Appendix G

USVI Harbor Regulations

[See attached.]

VIRGIN'ISLANDS PORT AUTHORITY SOUTH COST, ST. CROIX IMMBOR REGULATIONS - AMENDMENT - SUB-SECTION "A"

The Governing Board of the Virgin Islands Port Authority, by virtue of power vested in this body, does hereby amend the Virgin Islands Port Authority Marine Rules and Regulations to include the St. Croix South Coast Harbors of Lime Tree Bay Channel and the Hess Oil Virgin Islands Corporation Terminal (Hess/Hovie); Krause Lagoon Channel and Martin Marietta Plant Basin (Port Alucroix); and the connecting waters between these channels (Containerport Channel).

SUB-SECTION "A"

A-1 This Sub-Section applies to the South Coast Harbors of St. Croix: Hess/Hovic, Port Alucroix, Containerport, and approaches thereto, including all waters which are now, or may hereafter be, under this jurisdiction.

- A-2 Administration by Virgin Islands Port Authority

 Pursuant to 29 V.I.C., S. 543, the Authority controls
 the harbors of the Virgin Islands which are effected by the
 Governing Board through the Executive Director.
- A-3 Status of Harbors of the Virgin Islands Federal Laws

 The south coast harbors of St. Croix are subject to

 federal laws concerning quarantine, immigration, agriculture

 and customs, which are promulgated and enforced by agencies of
 the Government of the United States.
- A-4 Expedition of traffic and filling needs of shipping

 Every effort will be made by the Authority and Hovic

 Marine Managers to expedite traffic coordination and to fill

promptly the needs or shipping. In this conner lon, the active and intelligent cooperation of ship masters and local agents, as well as owners and operators, is most essential and is earnestly solicited.

λ-5 Compliance with Orders

The orders of the Authority and Hovic Marine Managers,
Authority and Hovic Pilots, or their duly authorized representatives

Concerning order in the harbor or on a private or public dock, shall
be promptly and explicitly obeyed. Any questions arising or
damage resulting from any violation of this sub-section shall be
dealt with as herein provided.

Λ-6 Applicable Rules of the Road

The International Rules of the Road and Pilot Rules for Inland Waters, in their respective spheres, must be strictly complied with, except that sailing boats and other small craft shall, within the limits of the harbors, give way to larger vessels; the latter, however, shall take all necessary precautions and only use reduced speed in the harbor. (See Coast Guard Publication CG-169).

λ-7 Copy of Sub-Section, Gratis

Masters of vessels will receive, upon arrival at St. Croix, a copy of the Rules and Regulations set forth in this Sub-Section, gratis.

Λ-8 Definitions

The following definitions shall govern in the application of this Sub-Section:

 AN ANCHORAGE: A specific area along the coast so designated.

- 2. ANCHORED: A vessel is considered anchored when it is held solely by the resistance of the anchor dropped to the bottom and attached to the vessel.
- 3. ANCHORING PLACE: An anchoring place is any part along the shore where vessels can take hold of the bottom of the sea by means of their anchor.
- 4. AUTHORITY: The word "Authority" shall mean the Virgin Islands Port Authority.
- 5. BARGE: The word "barge" shall mean any vessel whose overall length is over 65 feet, designed to carry any cargo but has no means of self-propulsion.
- 6. BASIN: The word "Basin" shall mean a widened section at the Terminal end of a channel so enlarged as to permit turning a ship around so that it may exit the terminal area bow first.
- 7. BOARDING: A vessel is considered boarded by another or by a person, from the moment that their sides or any part of the hulls have come in contact with each other or the crew members of either vessel may touch each other or any part of the hull of the other vessel.
- 8. BUNKERS: The word "bunkers" shall mean the fuel owned by the vessel and consumed in the operation of the vessel.
- 9. CARGO: The word "cargo" means merchandise, goods, wares and chattels of every description being, or to be transported in a vessel, including merchandise, the importation of which is prohibited but excludes ships stores.

- 10. CONTAINERPORT CHANNEL: The words "Containerport Channel" shall mean the channel between the Krause Lagoon Channel and Lime Tree Bay up to the western side of a line that is the extension of the centerline from the southern face of the extended pier on which the containerport public dock is located and includes the waters on the west side of the containerport dock.
- 11. DOCK: The word "dock" means pier, quay, wharf or any structure alongside or out into the water, one end of which rests on any interior or exterior point of the maritime zone in such a form as to facilitate the traffic of passengers and cargo between the vessel moored to said structure and the land.
- 12. EXPLOSIVES: The word "explosives" shall mean any substance or material which, upon taking fire or being detonated, can produce gases capable of tearing or bursting with noise or violence, the wrapping or container of such substance, but does not include petroleum, petroleum products, solid or liquid fuel for vessels.
- 13. HARBOR: A harbor is any part of the coast where a vessel may anchor or dock for the purpose of boarding or landing passengers or loading or unloading cargo, whether directly to or from the shore or by means of other vessels.
- 14. HESS CHANNEL: The words "Hess Channel" shall mean the channel connecting the sea with the Hess Terminal and Lime Tree Bay westward to a line that is the extension of the centerline from the southern face of the extended pier on which the containerport public dock is located. (Same as Lime Tree Bay Channel).

- 15. HOVIC: The word "Hovic" shall mean Hess Oil Virgin Islands Corp.
- 16. HOVIC TERMINAL: The words "Hovic Terminal" shall mean the Hess Oil Virgin Islands Corp Oil Refinery
 Marine Terminal Facility at the northern end of the Hess Channel.
- 17. KRAUSE LAGOON CHANNEL: The words "Krause Lagoon Channel" shall mean the channel connecting the sea with the Martin Marietta Terminal, (Port Alucroix).
- BB. LIME TREE BAY CHANNEL: The words "Lime Tree Bay Channel" shall mean the channel connecting the sea with the Hess Terminal and Lime Tree Bay westward to a line that is the extension of the centerline from the southern face of the extended pier on which the containerport public dock is located. (Same as Hess Channel).
- 19. MARITIME ZONE: The words "Maritime Zone" shall mean the designated area adjacent to any dock or landing place on which passengers and cargo are assembled or stored in the process of transportation.
- 20. MARTIN MARIETTA ALUMINA TERMINAL: The words "Martin Marietta Alumina Terminal" shall mean the Marine Terminal Facility of the alumina processing plant at the northern end of the Krause Lagoon Channel. (Port Alucroix).
- 21. MOORING: A vessel is considered moored when it has cast and fastened a cable or cables to any shore or dock or to another vessel so moored which will hold it and not allow it to detach itself therefrom for a greater distance than the length of the cables, although it may also be using an anchor as a support in another direction.

- 22. MOTORMOAT: The word "motorboat" shall mean any vessel, not more than 65 feet in overall length, propelled by machinery, whether or not such machinery is the principal source of propulsion.
- 23. MOTOR SHIP: The words "motor ship" shall mean and include any vessel whose overall length is over 65 feet and is propelled by an internal combusion engine.
- 24. MOTOR VESSEL: The words "motor vessel" shall mean any sea-going cargo vessel propelled by internal combustion machinery and having an overall length not exceeding 65 feet.
- 25. PILOT: The word "Pilot" shall mean the person with a current license, issued by the United States Coast Guard, or a current license issued by the Authority, to act as such pilot in the harbor/harbors or port/ports designated in the license.
- 26. <u>FILOT SERVICE AUTHORITY</u>: The words "Pilot Service Authority" shall mean the pilot service rendered to a vessel by an Authority Pilot.
- 27. PILOT SERVICE MOVIC: The words "Pilot Service Movic" shall mean the pilot service rendered to a vessel by a Hovic Pilot.
- vessel may anchor or dock for the purpose of boarding or landing passengers or loading or unloading cargo, and the place of entry or clearance of a vessel by the United States Customs.
- 29. PORT ALUCROIX: The words "Port Alucroix" shall mean Martin Marietta Alumina Terminal.
- mean any dock or landing place, other than public, to which access is controlled or restricted by a private owner.

- 31. PUBLIC DOCK: The words "public dock" shall mean any dock or landing place owned by the United States or Virgin Islands Government or any instrumentality thereof and to which Public access is controlled or restricted by the government or its instrumentality.
- 32. SHIPS STORES: The words "ships stores" shall mean all goods, supplies, fittings and equipment owned by the vessel for consumption and use in the operation of the vessel.
- 33. SPRINGING A CABLE: A vessel at anchor has sprung a cable when it casts a supporting cable in any direction in order to retain a certain position and fastens it to an anchor or other place. Should such supporting cable be attached to a dock or any other point of the coast, then the vessel is considered moored to the point where its cable is fastened to the dock or shore.
- 34. STEAM VESSEL (STEAMER): The words "steam vessel" shall include any vessel whose overall length is over 65 feet and is propelled by steam.
- 35. TANKER: The word "tanker" shall mean any vessel whose overall length is over 65 feet, designed to carry liquids or compressed gas cargo and is self-propelled.
- 36. TUGBOAT: The word "tugboat" shall mean a vessel whose overall length is over 65 feet, propelled by machinery, and whose function is to relocate other vessels by pulling or pushing.
 - 37. VESSEL: The word "vessel" includes every description of watercraft or other artificial contrivance other than a seaplane on the water, used or capable of being used as a means of transportation.

38. VESSEL UNDER WAY: A vessel is "under way" when she is not at anchor or made fast to the shore, or aground or moored to another vessel not under way.

A-9 LIME TREE BAY & CHANNEL

I. RESTRICTED USE

Only vessels inbound to or outbound from the Hovic Terminal may use the Lime Tree Bay Channel; all other vessels shall remain clear of the channel, except in case of an emergency and then only as provided in A-21.

Both the Hovic and Authority Marine Managers must mutally agree that a state of emergency exists before the Lime Tree Bay Channel can be used by outside traffic.

U. PILOT BOARDING STATION

Every vessel using this channel must engage the services of a flovic Pilot, who will board the vessel approximately two and one-half miles southeast from the seabuoy. No inbound vessel shall approach the seabuoy within a distance of two and one-half miles without a flovic Pilot being on board.

III. HARBOR CREW REQUIRED

All vessels while moored at the terminal shall at all times have on board a sufficient number of crew members to take care of the vessel in case of emergency or to shift the said vessel on short notice.

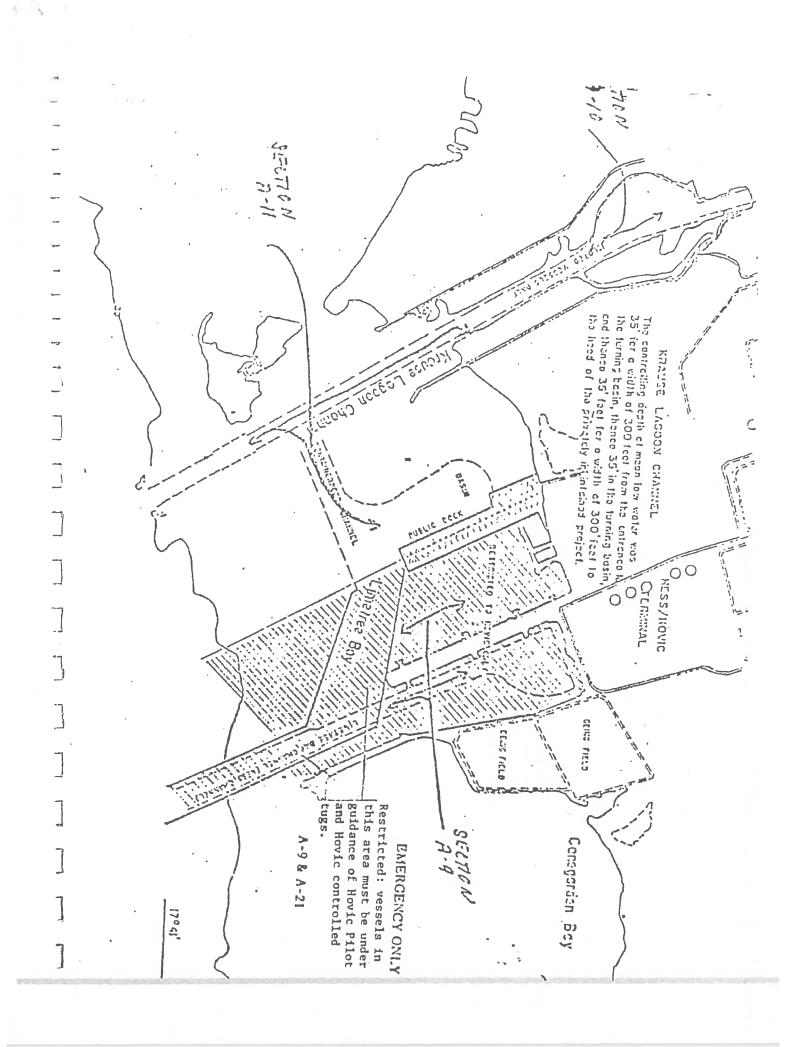
IV. TERMINAL REGULATIONS

All vessels while at the Hovic Terminal shall be operated in accordance with the Hovic/Lime Tree Bay Terminal Regulations.

A-10 KRAUSE LAGOON CHANNEL, NORTH SECTION TO PORT A LUCROLY

I. CHANNEL USE

All vessels inbound to or outbound from Port Alucroix, shall only use the Krause Lagoon Channel, except in case of an emergency and then only as provided in A-9 & A-21.



II. PILOT BOARDING STATION

Every vessel using this channel shall engage the services of a pilot who will board the vessel approximately two and one-half miles south of the Martin Marietta Alumina seabuoys #1 and #2. No inbound vessel shall approach these seabuoys without a pilot on board.

III. HARBOR CREW PEQUIRED

All vessels, while moored, shall at all times have on board a sufficient number of crew members to take care of the vessel in case of emergency or to shift the said vessel on short notice.

IV. TERMINAL REGULATIONS

All vessels, while at Port Alucroix, shall be operated in accordance with the Alucroix Terminal Regulations.

A-11 KRAUSE LAGOON CHANNEL, SOUTH SECTION TO CONTAINERPORT AND WATERS CONNECTING LIME TREE BAY CHANNEL AND REAUSE LAGOON CHANNEL (CONTAINERPORT CHANNEL)

I. CHANNEL USE

For purposes of fire prevention and public safety, all vessels inbound to or outbound from the Containerport public dock shall only use the Krause Lagoon Channel to enter from the sea or when leaving to the sea. The use of the Lime Tree Bay Channel is prohibited to Containerport traffic, except in case of an emergency and then only as provided in A-9 and A-21.

II. PILOTAGE

All vessels inbound to or outbound from the Containerport public dock, of and above 100 gross registered tons, must engage or pay for the services of an Authority Pilot. in order to enter, leave or shift berth in this harbor, provided that public wessels duly commissioned by the United States

navigation, the Authority or Hovic Marine Manager may remove such obstructions immediately, if they deem it necessary.

A-18 FIRES

In case of fire on board, all masters of vessels shall render such assistance as may be in their power. Five (5) prolonged blasts on the ship's whistle will indicate that there is a fire on board and that immediate assistance is required. A vessel without a whistle shall use all other means available to attract attention to its condition.

A-19 APPLICABILITY OF RULES AND REGULATIONS

All Marine Rules and Regulations of the Virgin Islands Port Authority for governing and operations of the harbors and ports of the United States Virgin Islands apply in conjunction with this Sub-Section "A" and, where not in agreement, the Rules and Regulations of this Sub-Section "A" shall take precedence in the area where the Sub-Section "A" Rules and Regulations apply.

A-20 RADIO COMMUNICATION

and its antenna is on the mountain. The hours of operation are from 06:00 to 21:00 AST. Ships within 100 milesof St. Thomas may call on VHF Channel 16 and communicate on Channel 28. For distances over 100 miles, WAH may be contacted a the 2 mhz band. It monitors 2182 khz and its working frequencies are 2009 khz (receive) and 2506 khz (transmit), either single or double sideband.

A-21 EMERGENCY USE OF LIME TREE BAY CHANNL

a. Should any obstruction block the south end of the Krause Lagoon Channel so as to prevent the assage of

regisels between the sea and Port Alucroix or the Containerport public dock, or in the event of a sudden, unforseen occurrence which threatens to cause property damage, personal injury or death, vessels may enter or exit via the Lime Tree Bay Channel, provided the vessel is under the guidance of a Hovic Pilot and using Hovic controlled tugs and provided further that all the requirements of A-9 (1) have been complied with.

b. Arrangements for the use and payment of the Hovie Pilot and tugboat service must be made in advance when inbound, before the vessel may approach from seaward within two and one-half miles of the entrance seabouy of Lime Tree Bay Channel; and, when outbound, before the vessel may proceed east of a line running southward, being the extension of the centerline from the southern face of the extended pier on which the Containerport public dock is located.

A-22 PENALTIES

With respect to the south coast harbors of St. Croix, and approaches thereto. Including all waters which are now or may hereafter be under their jurisdiction, if the master or person in charge of any vessel, or any other person, shall violate any provision of this Sub-Section "A", he shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall, be punished by a fine of \$3,000 and in the discretion of the court by imprisonment not exceeding 30 days.

A-23 AMENDMENT, REPEAL AND/OR MODIFICATION

This Amendment - Sub-Section "A" shall not in any way be, in whole or in part, amended, repealed and/or modified except by mutual agreement of the Authority and llovic.